



# City of Pensacola

## Agenda Conference

### Agenda

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

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**December 9, 2024, 3:30 PM**

**Hagler-Mason Conference Room, 2nd Floor**

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The meeting can be watched via live stream at [cityofpensacola.com/video](https://cityofpensacola.com/video).

#### ROLL CALL

#### PRESENTATION ITEMS

#### REVIEW OF CONSENT AGENDA ITEMS

**1. 24-1180 APPOINTMENTS - AFFORDABLE HOUSING ADVISORY COMMITTEE**

**Recommendation:** That City Council appoint a member of the City of Pensacola Planning Board and a city resident to the Affordable Housing Advisory Committee for a term of three years, expiring December 31, 2027.

**Sponsors:** COUNCIL PRESIDENT JARED MOORE

**Attachments:**  
*Member List - Council Appointees*  
*Nomination Form - Paul Ritz*  
*Application of Interest - Paul Ritz*  
*Resume - Paul Ritz*  
*Application of Interest - Crystal Scott*  
*Resume Crystal Scott*  
*Ballot - City Resident*  
*Ballot - Planning Board Member*

**2. 24-1183 TENTATIVE CITY COUNCIL MEETING SCHEDULE 2025**

**Recommendation:** That City Council approve the tentative City Council meeting schedule for 2025.

**Sponsors:** COUNCIL PRESIDENT JARED MOORE

**Attachments:** *Tentative 2025 City Council Meeting Schedule*

**3. 24-1167 AGREEMENT WITH DIVINE WORD COMMUNICATIONS FOR RADIO TOWER ON LEASED PROPERTY (ADJACENT TO LONG HOLLOW STORMWATER POND)**

**Recommendation:** That City Council approve the Agreement with Divine Word Communications, as it relates to the previously-approved Amendment



and Termination of Ground Lease Agreement, 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:** *Agreement with Divine Word Communications incl Amendment and Termination - December 2024*

**4. 24-1043 LEASE AGREEMENT WITH PENSACOLA STATE COLLEGE FOR AIRPORT PROPERTY LOCATED AT THE CORNER OF LANGLEY AVENUE AND TIPPIN AVENUE**

**Recommendation:** That City Council approve the lease agreement between the City of Pensacola and the District Board of Trustees of Pensacola State College for real property located at Pensacola International Airport. Further, that City Council authorize the Mayor to take those actions necessary to finalize, execute and administer this Lease, consistent with the terms of the attached draft lease agreement and the Mayor's Executive Powers as granted in the City Charter.

**Sponsors:** Mayor D.C. Reeves

**Attachments:** *Draft Lease*

**5. 24-1152 AMENDMENT NO. 1 TO MASTER REDEVELOPMENT AGREEMENT (SPRING STREETSCAPE PROJECT - GARDEN TO ROMANA)**

**Recommendation:** That City Council approve Amendment No. 1 to the Master Redevelopment Agreement (Spring Streetscape Project - Garden to Romana) with 200 West Garden, LLC and 97 Spring Condos LLC as enumerated herein. Further, that the City Council authorize the Mayor to execute and take all actions necessary to carry out the agreement.

**Sponsors:** COUNCIL MEMBER JENNIFER BRAHIER

**Attachments:** *MRA - Spring St (Garden to Romana)  
Amendment No. 1 to MRA*

**6. 24-1161 AMENDMENT NO. 1 TO LEASE AGREEMENT AT 2305 W CERVANTES STREET**

**Recommendation:** That City Council approve Amendment No. 1 to the real estate lease agreement for 2305 West Cervantes Street with Smith & Henzy Affordable Group as enumerated herein. Further, that City Council authorize the Mayor to take all action necessary to execute and

administer the lease agreement, consistent with the Mayor's Executive Powers as granted by City Charter.

**Sponsors:** Mayor D.C. Reeves

**Attachments:** *First Amendment to Real Property*

**7. 24-1153 AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN**

**Recommendation:** That City Council approve an amendment to the 2018 and 2019 HUD Annual Action Plans for the Community Development Block Grant program. Further that the City Council authorize the Mayor to take the actions necessary to effect the Amendment, 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:** *2018-2019 CDBG Annual Action Plan Amendment*

**8. 24-1069 AWARD OF CONTRACTS RFP NO. 24-033 THREE (3) YEAR PREPOSITION CONTRACT FOR DISASTER DEBRIS MANAGEMENT SERVICES**

**Recommendation:** That City Council approve the ranking of the selection committee for RFP No. 24-033 for Three (3) Year Prepositioned Contract for Disaster Debris Management Services, with D & J Enterprises, Inc. of Auburn, Alabama submitting the best proposal. Further, that City Council award the primary contract for the disaster debris management services to D & J Enterprises Inc., and that secondary contracts be awarded to Roads, Inc. in the event D & J Enterprises is unable to perform the required services or in the event circumstances require more than one firm to adequately respond to a disaster. Finally, that City Council authorize the Mayor to take the actions necessary to execute and administer a contract with each named firm to respond to any disaster or emergency consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

**Sponsors:** Mayor D.C. Reeves

**Attachments:** *Oral Presentation Ranking Matrix  
Final Vendor Reference List  
Tabulations of Proposals  
Tabulations of Pricing*

**9. 24-1021 AWARD OF CONTRACT FOR RFP NO. 25-050 CITY EMERGENCY MANAGEMENT PLANS (CEMP), CONTINUITY OF OPERATIONS PLANS (COOPS), AND CONTINUITY OF GOVERNMENT (COG) UPDATE**

**Recommendation:** That City Council approve the ranking of the selection committee and award the contract to Hagerty Inc. for the Request for Proposal (RFP) No. 25-050 City Emergency Management Plans (CEMP), Continuity of Operations Plans (COOPS), and Continuity of government (COG) Update. Further, that City Council authorize the Mayor's Office to take actions necessary to execute and administer the contract, consistent with the Mayor's Executive Powers as granted in the City Charter.

**Sponsors:** Mayor D.C. Reeves

**Attachments:** *Final Vendor Reference List*  
*Tabulation of Respondents*

**10. 24-1169 AWARD OF CONTRACT FOR RFQ 24-055 - CEI SERVICES FOR THE HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE**

**Recommendation:** That City Council award a contract for RFQ 24-055 CEI Services with Guaranteed Maximum Price for the High-Performance Maritime Center of Excellence and American Magic at the Port of Pensacola to AMI Consulting Engineers of Pensacola, FL, in the amount of \$324,580. 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 contracting documents and the Mayor's Executive Powers as granted in the City Charter.

**Sponsors:** Mayor D.C. Reeves

**Attachments:** *COP x AMI Contract\_Revised*

**11. 24-1154 HOMEBUYER ASSISTANCE PROGRAM AGREEMENT WITH NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC**

**Recommendation:** That City Council approve the Homebuyer Assistance Program Agreement with Northwest Florida Community Land Trust, LLC providing for homebuyer assistance funding for low and moderate income homebuyers. Further, that City Council authorize the Mayor to take the 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:** *SLFRF CLT Homebuyer Assistance Program Agreement*

**12. 24-1156 PORT OF PENSACOLA WRITE-OFF OF UNCOLLECTIBLE PORT ACCOUNTS RECEIVABLE**

**Recommendation:** That City Council approve the write-off of \$3,679.81 in unpaid power usage from Streamline Holdings and \$7,270.74 in unpaid rent, storage and power usage from Pensacola Bay Oyster LLC.

**Sponsors:** Mayor D.C. Reeves

**Attachments:** *Pensacola Bay Oyster Receivable Report*  
*Streamline Holding Receivable Report*

**13. 24-1067 CITY OF PENSACOLA 2024 AFFORDABLE HOUSING INCENTIVE PLAN REPORT**

**Recommendation:** That City Council accept the City of Pensacola Affordable Housing Incentive Plan Review Report as submitted by the Affordable Housing Advisory Committee for submission to the Florida Housing Finance Corporation in accordance with Section 420.9076, Florida Statutes.

**Sponsors:** Mayor D.C. Reeves

**Attachments:** *2024 Pensacola Affordable Housing Incentive Plan Review Report*

**14. 24-1058 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CASEY JONES - DISTRICT 3**

**Recommendation:** That City Council approve funding of \$500 to Keyz 2 Achieve, \$1,000 to Sisters Anointed to LeadTogether, Inc. and \$250 to the Gulf Coast Citizen Diplomacy Council from the City Council Discretionary Funds for District 3.

**Sponsors:** COUNCIL MEMBER CASEY JONES

**Attachments:** *None*

**15. 24-1165 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5**

**Recommendation:** That City Council approve funding of \$300 to The Kukua Institute from the City Council Discretionary Funds for District 5.

**Sponsors:** COUNCIL MEMBER TENIADE BROUGHTON

**Attachments:** *None*

**16. 24-1168 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2**

**Recommendation:** That City Council approve funding of \$1,000 to the Center for Independent Living of Northwest Florida, \$1,000 to Autism Pensacola, Inc., \$1,000 to the Gulf Coast Citizen Diplomacy Council, \$1,000 to the Veteran's Memorial Park Foundation and \$750 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 2.

**Sponsors:** COUNCIL MEMBER CHARLES BARE

**Attachments:** *None*

**17. 24-1189 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7**

**Recommendation:** That City Council approve funding of \$495 to the American Legion - Frank Marston Post 33, \$500 to Bantucola, Inc. \$500 to Sisters Anointed to Lead Together, \$500 to Keyz 2 Achieve and \$500 to the Pensacola Omega Foundation from the City Council Discretionary Funds for District 7.

**Sponsors:** COUNCIL MEMBER DELARIAN WIGGINS

**Attachments:** None

**REVIEW OF REGULAR AGENDA ITEMS**

**18. 24-1158 APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD CHAIRPERSON**

**Recommendation:** That City Council appoint one member of the Community Redevelopment Agency Board as Chairperson for a period of one year, expiring December 2025.

**Sponsors:** COUNCIL PRESIDENT JARED MOORE

**Attachments:** Nomination Forms - Allison Patton  
Ballot

**19. 24-1159 APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD VICE CHAIRPERSON**

**Recommendation:** That City Council appoint one member of the Community Redevelopment Agency Board as Vice Chairperson for a period of one year, expiring December 2025.

**Sponsors:** COUNCIL PRESIDENT JARED MOORE

**Attachments:** Nomination Form - Charles Bare  
Nomination Form - Delarian Wiggins  
Ballot

**20. 24-1145 PUBLIC HEARING: REQUEST FOR VACATION OF RIGHT OF WAY - 1000 WEST MORENO STREET AND ADJACENT PARCELS - BAPTIST HOSPITAL LEGACY CAMPUS**

**Recommendation:** That City Council conduct a Public Hearing on December 12, 2024, to consider the request to vacate the right of way at 1000 West Moreno Street and adjacent Baptist Hospital parcels (1100 Block West Mallory Street, 1200 West Mallory Street, and 1700 North "J" Street).

**Sponsors:** COUNCIL PRESIDENT JARED MOORE

**Attachments:** *Planning Board Packet - 1000 W. Moreno Street Vacation ROW*  
*Sensitive Properties Review Letter - 1100 W. Moreno Street*  
*Proposed Ordinance No. 13-24*  
*Business Impact Estimate - Proposed Ordinance No. 13-24*  
*Planning Board Minutes November 12, 2024*  
*PACES - Kupfrian Manor\_Avery Place proposed site plan*

**21. 24-1146** PROPOSED ORDINANCE NO. 13-24 VACATION OF RIGHT OF WAY -  
1000 W. MORENO STREET AND ADJACENT PARCELS - BAPTIST  
HOSPITAL LEGACY CAMPUS

**Recommendation:** That City Council approve Proposed Ordinance No. 13-24 on first reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF MALLORY STREET, AN UNIMPROVED PORTION OF "I" STREET, AND UNIMPROVED ALLEYWAYS IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** COUNCIL PRESIDENT JARED MOORE

**Attachments:** *Proposed Ordinance No. 13-24*  
*Business Impact Estimate - Proposed Ordinance No. 13-24*  
*Planning Board Packet - 1000 W. Moreno Street Vacation ROW*  
*1100 W. Moreno Street\_Sensitive Properties Review Letter*  
*Planning Board Minutes November 12, 2024*  
*PACES - Kupfrian Manor\_Avery Place proposed site plan*

**22. 24-1147** QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - 10TH  
AVENUE DEVELOPMENT SUBDIVISION

**Recommendation:** That City Council conduct a quasi-judicial hearing on December 12, 2024 to consider approval of the Final Subdivision Plat - 10th Avenue Development Subdivision.

**Sponsors:** COUNCIL PRESIDENT JARED MOORE

**Attachments:** *Planning Board Packet - 10th Avenue Development Subdivision*  
*Planning Board Minutes September 10, 2024*

**23. 24-1039** FRATERNAL ORDER OF POLICE (FOP) PROPOSED POLICE  
OFFICERS' COLLECTIVE BARGAINING AGREEMENT

**Recommendation:** That City Council ratify the Proposed Police Officers' Collective Bargaining Agreement between the City of Pensacola and the Fraternal Order of Police.

**Sponsors:** Mayor D.C. Reeves

**Attachments:** *FOP Police Officers' Collective Bargaining Agreement  
REVISED - FOP Officers Collective Bargaining Agreement 2024-2027*

**24. 24-1020 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC FUNDS**

**Recommendation:** That City Council accept the FY 2025 Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds in the amount of \$45,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the 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 the supplemental budget resolution appropriating grant funds.

**Sponsors:** Mayor D.C. Reeves

**Attachments:** *FDOT FY25 Highway Traffic Safety Grant Award letter  
FDOT Subgrant for Highway Traffic Safety Funds 2024  
Supplemental Budget Resolution No. 2024-89  
Supplemental Budget Explanation No. 2024-89*

**25. 24-1019 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-89 - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC FUNDS**

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2024-89.

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. 2024-89  
Supplemental Budget Explanation No. 2024-89*

**26. 24-1079 FLORIDA DIVISION OF HISTORICAL RESOURCES - GRANT NO. 25.H.AC.100.125 - MIRAFLORES PARK BURIAL GROUND PRESERVATION PROJECT**

**Recommendation:** That City Council approve the acceptance of the Miraflores Park Burial Ground Preservation Project grant for a long-term preservation plan and marker in the amount of \$35,000. 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:** *Draft - Grant Agreement No. 25.h.ac.100.125*

- 27.** 24-1083 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-92 - GRANT NO. 25.H.AC.100.125 MIRAFLORES PARK BURIAL GROUND PRESERVATION PROJECT

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2024-92.

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. 2024-92  
Supplemental Budget Explanation No. 2024-92  
Draft - Grant Agreement No. 25.h.ac.100.125*

- 28.** 24-1155 AMENDMENT TO THE CITY OF PENSACOLA PURCHASING POLICIES AND PROCEDURES

**Recommendation:** That City Council approve the amendment to the City of Pensacola Purchasing Policies and Procedures adding Section 18 - Federal Procurement Regulations

**Sponsors:** Mayor D.C. Reeves

**Attachments:** *City of Pensacola Purchasing Manual effective January 2025*

- 29.** 24-1005 RESOLUTION NO. 2024-85-AMENDING CITY COUNCIL FINANCIAL PLANNING AND ADMINISTRATION POLICY

**Recommendation:** That the City Council adopt Resolution No. 2024-85.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; AMENDING CITY COUNCIL FINANCIAL PLANNING AND ADMINISTRATION POLICY

**Sponsors:** Mayor D.C. Reeves

**Attachments:** *FY25 Est Rev 15% CPI Total Rev Inc  
Resolution No. 2024-85*

- 30.** 24-1148 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-95 - CONTRACTS PAYABLE

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2024-95.



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. 2024-95*  
*Supplemental Budget Explanation No. 2024-95*

## CONSIDERATION OF ANY ADD-ON ITEMS

31. 24-1191 SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-99 - ENTERPRISE ASSET MANAGER (EAM)/OPENGOV

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2024-99.

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. 2024-99*  
*Supplemental Budget Explanation No. 2024-99*

32. 24-1188 AWARD OF CONTRACT FOR THE PROCUREMENT OF THE OPEN GOV INC. ENTERPRISE ASSET MANAGEMENT (EAM) AND SERVICE REQUEST MANAGEMENT (SRM/CRM) SYSTEMS TO VERTOSOFT LLC, THE LICENSED DISTRIBUTOR

**Recommendation:** That City Council award a contract for the procurement of the Open Gov Inc. Enterprise Asset Management (EAM) and Service Request Management Systems (CRM/SRM) to Vertosoft LLC, the licensed distributor, on the NCPA - OMNIA national cooperative contract 01-165 and Vertosoft Quote #Q-09066 for a total of \$331,654.60. 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 contracting documents and the Mayor's Executive Powers as granted in the City Charter.

**Sponsors:** Mayor D.C. Reeves

**Attachments:** *Statement of Work*  
*OpenGov Quote*  
*OpenGov Proposal*  
*OpenGov Signed Affidavit Regarding the Use of Coercion for Labor and Services*

**33. 24-1192** SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-100- ENTERPRISE ASSET MANAGER (EAM)/TYLER

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2024-100.

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. 2024-100  
Supplemental Budget Explanation No. 2024-100

**34. 24-1187** AWARD OF CONTRACT TO TYLER TECHNOLOGIES FOR THE UPGRADE OF THE CITY'S FLEET ENTERPRISE ASSET MANAGEMENT (EAM) SYSTEM

**Recommendation:** That City Council award a contract for software as a Service Agreement to Tyler Technologies for a total of \$127,605 plus a contingency of \$7,110 for a total of \$134,715. 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 contracting documents and the Mayor's Executive Powers as granted in the City Charter.

**Sponsors:** Mayor D.C. Reeves

**Attachments:** Sales Quote  
Statement of Work

**35. 24-1166** AWARD OF CONTRACT FOR RFP NO. 24-057 - MODULAR SHELTERS FOR IMMEDIATE, SHORT, AND MID-TERM HOUSING

**Recommendation:** That City Council award a contract to Pallet PBC for the Request for Proposal (RFP) No. 24-057 Modular Shelters for Immediate, Short and Mid-Term Housing in an amount not to exceed \$1,011,000. Further, that City Council authorize the Mayor's Office to take actions necessary to execute and administer the contract, consistent with the Mayor's Executive Powers as granted in the City Charter.

**Sponsors:** Mayor D.C. Reeves

**Attachments:** Pallet PBC - Overview

**36. 24-1194** SUBORDINATION AGREEMENT FOR MORRIS COURT II APARTMENTS

**Recommendation:** That City Council approve the Subordination Agreement for Morris Court II Apartments providing for subordination of the City's current Hurricane Housing Recovery Program mortgage to the Florida Community Loan Fund, Inc. mortgage. Further, that City Council authorize the Mayor to

take the actions necessary to execute the Subordination Agreement, consistent with the terms of the Subordination Agreement and the Mayor's Executive Powers as granted in the City Charter.

**Sponsors:** Mayor D.C. Reeves

**Attachments:** *Subordination Agreement-Morris Court II Apartments*

**37. 24-1197** ASSIGNMENT OF CITY COUNCIL MEMBERS TO EXTERNAL BOARDS, COMMISSIONS & AUTHORITIES FOR COUNCIL TERM 2024-2026

**Recommendation:** That City Council approve the (attached) recommended and proposed external assignments to be filled for a two-year period, until new assignments are made after the November 2026 election.

**Sponsors:** COUNCIL PRESIDENT JARED MOORE

**Attachments:** *EXTERNAL BOARD ASSIGNMENTS 2024-2026*

**38. 24-1200** TREE PLANTING TRUST FUND GRANT REQUEST - CANOPY RESTORATION, INC.

**Recommendation:** That City Council approve a grant request to Canopy Restoration, Inc. in the amount of \$2702.20, as recommended by the Environmental Advisory Board (EAB), in accordance with City Code Sec. 12-6-10(c)(2).

**Sponsors:** COUNCIL MEMBER JENNIFER BRAHIER

**Attachments:** *Tree Planting Trust Fund Grant Application 2024 Final - Canopy Restoration, Inc.*

**39. 24-1201** TREE PLANTING TRUST FUND GRANT REQUEST - TANYARD NEIGHBORHOOD ASSOCIATION

**Recommendation:** That City Council approve a grant request to the Tanyard Neighborhood Association in the amount of \$203.62, as recommended by the Environmental Advisory Board (EAB), in accordance with City Code Sec. 12-6-10(c)(2)..

**Sponsors:** COUNCIL MEMBER JENNIFER BRAHIER

**Attachments:** *Tanyard Tree Grant Application 2024 signed*

**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 #:** 24-1180

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** COUNCIL PRESIDENT JARED MOORE

**SUBJECT:**

APPOINTMENTS - AFFORDABLE HOUSING ADVISORY COMMITTEE

**RECOMMENDATION:**

That City Council appoint a member of the City of Pensacola Planning Board and a city resident to the Affordable Housing Advisory Committee for a term of three years, expiring December 31, 2027.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola and Escambia County have entered into the Escambia/Pensacola Interlocal Agreement State Housing Initiative Partnership (SHIP) Program to cooperatively implement local affordable housing assistance activities authorized by the State Housing Initiatives Partnership Act. The Act requires the City and County to jointly establish and adopt by resolution an Affordable Housing Advisory Committee (AHAC) of citizens who represent the membership composition required by the Act.

Per Florida Statute, the membership of the committee must include representation from the following areas:

- a. A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- b. A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- c. A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- d. A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- e. A citizen who is actively engaged as a for-profit provider of affordable housing.
- f. A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- g. A citizen who is actively engaged as a real estate professional in connection with affordable housing.

- h. A citizen who actively serves on the local planning agency pursuant to s. 163.3174.**
- i. A citizen who resides within the jurisdiction of the local governing body making the appointments.**
- j. A citizen who represents employers within the jurisdiction.
- k. A citizen who represents essential services personnel, as defined in the local housing assistance plan.
- l. One member of Pensacola City Council.
- m. One member of the Escambia County Board of Commissioners.

Per the Interlocal Agreement, City Council is responsible for soliciting and appointing a representative from the City of Pensacola Planning Board and a citizen who resides within the City.

The State legislature revised the requirements of the Affordable Housing Advisory Committee (AHAC) appointments in HB 1339, which requires that effective October 1, 2020, the AHAC must consist of one locally elected official from each county or municipality participating in the State Housing Initiatives Partnership (SHIP) Program.

The following is an incumbent that wishes to be considered for reappointed or has been nominated:

| <b>Nominee:</b>                           | <b>Nominated by:</b> |
|-------------------------------------------|----------------------|
| <b>Planning Board Member</b><br>Paul Ritz | Incumbent, Moore     |
| <b>City Resident</b><br>Crystal Scott     | Incumbent            |

**PRIOR ACTION:**

City Council makes appointments to this committee every three years.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None.

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

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

1. Member List - Council Appointees
2. Nomination Form - Paul Ritz
3. Application of Interest - Paul Ritz
4. Resume - Paul Ritz
5. Application of Interest - Crystal Scott
6. Resume Crystal Scott
7. Ballot - City Resident
8. Ballot - Planning Board Member

**PRESENTATION:** No

### Affordable Housing Advisory Committee

| Name              | Profession         | Appointed By | No. of<br>Terms | Year | Exp Date   | First<br>Appointed | Term<br>Length | Comments |
|-------------------|--------------------|--------------|-----------------|------|------------|--------------------|----------------|----------|
| Ritz, Paul        | Planning Board Rep | City Council | 1               | 2024 | 12/31/2024 | 6/14/2018          | 3              |          |
| Scott, Crystal S. | City Resident      | City Council | 0               | 2024 | 12/31/2024 | 12/16/2021         | 3              |          |
| Wiggins, Delarian |                    |              | 0               | 2024 | 8/19/2026  | 12/15/2022         | 0              |          |

Term Length: 3 Years

The City of Pensacola and Escambia County have entered into the Escambia/Pensacola Interlocal Agreement State Housing Initiative Partnership (SHIP) Program to cooperatively implement local affordable housing assistance activities authorized by the State Housing Initiatives Partnership Act. The Act requires the City and County to jointly establish and adopt by resolution an Affordable Housing Advisory Committee (AHAC) of citizens who represent the membership composition required by the Act.

City Council is responsible for soliciting and appointing a representative from the City of Pensacola Planning Board and a citizen who resides within the City and a member of Council. Members will serve a three (3) year term.



**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Jared Moore, do nominate Paul Ritz  
(Nominee)

1310 E Gonzalez St

(Home Address)

(Phone)

DAG Architects, 40 South Palafox St (02)

850-206-9494

(Business Address)

(Phone)

pritz@dagarchitects.com

(Email Address)

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

for appointment by the City Council for the position of:

***MEMBER OF PLANNING BOARD  
(Three-year term expiring 12/31/2027)***

Provide a brief description of nominee's qualifications:

Paul has invaluable perspective with both his time on  
the Planning Board and his vocation. He will continue to be a  
beneficial resource for this Committee and its codified objectives.

Jared Moore  
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:** Sunday, November 17, 2024 2:26 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](http://cityofpensacola.com/council) for Council Member contact information. If you have any questions, contact the City Clerk's Office.*

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(Section Break)

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Personal Information

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|                                                                                   |                                                                      |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Name                                                                              | Paul Ritz                                                            |
| Home Address                                                                      | 1310 E Gonzalez St                                                   |
| Business Address                                                                  | DAG Architects, 40 South Palafox, Suite 201, Pensacola, FL 32502     |
| To which address do you prefer we send correspondence regarding this application? | Home                                                                 |
| Preferred Contact Phone Number(s)                                                 | 8502069494                                                           |
| Email Address                                                                     | <a href="mailto:pritz@dagarchitects.com">pritz@dagarchitects.com</a> |

---

Upload Resume (optional) [Paul\\_Ritz\\_Resume.pdf](#)

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(Section Break)

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#### Details

---

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 27+ Years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Affordable Housing Advisory Committee

Please list the reasons for your interest in this position: I appreciate being able to use some of my strengths to better the options for affordable housing in the City of Pensacola.

Do you currently serve on a board? Yes

If yes, which board(s)? Affordable Housing Advisory Committee, Planning Council

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)

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#### 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.](#)

## PAUL RITZ, RA, CGC, LEED AP BD+C

### ARCHITECT CONTRACTOR

**Education:** Master of Construction Management, 2017, Florida International University  
Bachelor of Architecture, 1991, University of Detroit

**Registrations:** Architect: Florida # 15571, Alabama # 5188; NCARB #55349; LEED Accredited Professional, 10380286 BD+C; State of Florida Certified General Contractor License # CGC 1505798

**Affiliations:** City of Pensacola Planning Council  
Affordable Housing Advisory Committee  
Mentor - Science Olympiad for Sacred Heart School, Pensacola

**Career Years:** Began architectural career in January 1992 in Pensacola, Florida.

**Honor Societies:**

|            |                  |                                                        |
|------------|------------------|--------------------------------------------------------|
| <b>ΦΚΦ</b> | Phi Kappa Phi    | Academic Honor Society (2017)                          |
| <b>ΣΛΧ</b> | Sigma Lambda Chi | International Construction Honor Society (2016)        |
| <b>ΑΣΝ</b> | Alpha Sigma Nu   | Honor Society of Jesuit Colleges & Universities (1990) |
| <b>ΤΣΔ</b> | Tau Sigma Delta  | Honor Society in Art & Architecture (1990)             |

**Employment History:** 2020 - Present - DAG Architects, Pensacola, FL  
2003 – 2020 – Bullock Tice Associates, Inc., Pensacola, FL  
1992-2003 Caldwell Associates Architects, Inc., Pensacola, FL

**Experience:** Paul Ritz has over 28 years of architectural design experience in projects ranging from \$100,000 to \$40 million. He has managed a variety of projects through schematic design, design development, cost estimating, construction documents, and contract administration. He is also a licensed contractor in the State of Florida.

### Project Locations:

Paul has completed projects as the Architect of Record in Florida and Alabama

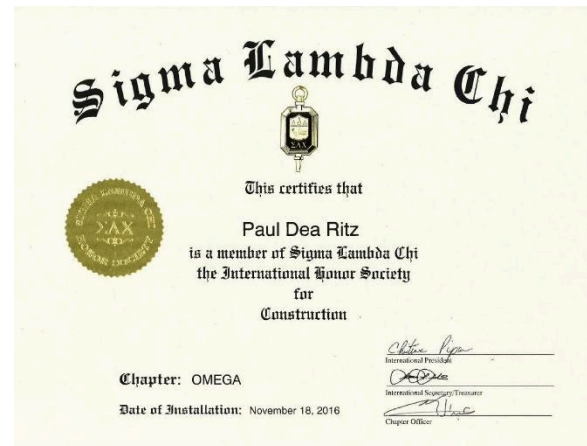
Paul has also completed projects as Project Manager in Georgia, South Carolina, and Mississippi

Paul has completed OCONUS projects for the United States Government in Guantanamo Bay, Cuba; Palanquero, Colombia; Caracas, Venezuela; Misawa, Japan; Camp Lemonier, Djibouti.

**Personal Note:**

I am thankful that the Pensacola City Council has placed their trust in me to serve on the Affordable Housing Advisory Committee for several years. As Vice-Chairman in the previous term, I have worked to maintain orderly and beneficial meetings engaging the interests of all persons who come before the Board.

I believe Pensacola has had positive growth in the recent past. I am glad to have been a small part in the progressive momentum of this City. I ask for your continued support as a member of the Advisory Committee, and I will endeavor to keep Pensacola's evolving progress moving forward.



**Ericka Burnett**

---

**From:** noreply@civicplus.com  
**Sent:** Tuesday, November 26, 2024 10:46 AM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

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(Section Break)

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Personal Information

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|                                                                                   |                                                  |
|-----------------------------------------------------------------------------------|--------------------------------------------------|
| Name                                                                              | Crystal Scott                                    |
| Home Address                                                                      | 310 N A Street                                   |
| Business Address                                                                  | Field not completed.                             |
| To which address do you prefer we send correspondence regarding this application? | Home                                             |
| Preferred Contact Phone Number(s)                                                 | 2054015855                                       |
| Email Address                                                                     | <a href="mailto:cscott@nw.org">cscott@nw.org</a> |

---

Upload Resume  
(optional)

[Resume Director, Growth and Partnerships.docx](#)

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(Section Break)

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#### Details

---

Are you a City resident?      Yes

---

If yes, which district?      6

---

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

---

Do you own property  
within the City limits?      Yes

---

Are you a registered  
voter in the city?      Yes

---

Board(s) of interest:      Affordable Housing Advisory Committee

---

Please list the reasons  
for your interest in this  
position:      Interest in serving to assist the City and County with efforts in  
affordable housing development.

---

Do you currently serve  
on a board?      Yes

---

If yes, which board(s)?      AHAC

---

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)

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#### Diversity

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

---



|                          |                       |
|--------------------------|-----------------------|
| Gender                   | Female                |
| Race                     | Caucasian             |
| Physically Disabled      | No                    |
| (Section Break)          |                       |
| Acknowledgement of Terms | I accept these terms. |

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

# Crystal Scott

310 N A Street  
Pensacola, FL 32501  
205-401-5855  
[crytrottc@yahoo.com](mailto:crytrottc@yahoo.com)

A focused and driven external relations leader with exceptional interpersonal skills wishing to obtain a position that will allow use of strong fund and partnerships development, strategic planning, marketing, relationship building, and outreach skills. A passionate affordable housing thought leader who can represent well in diverse situations, from donors and partners to clients and program participants. A seasoned and creative director with a broad range of leadership experience to ensure the sustainability of the most impactful programs and cohesive brand awareness to maximize fund and resource development in the housing space.

## **March 2023- present *NeighborWorks America: Director, Growth and Partnership***

- Leads a team of professionals to significantly grow the national impact of NeighborWorks Professional Development.
- Cultivate national partnerships with organizations who serve low to moderate income individuals in order to bring growth and career opportunities to underserved communities.
- Brand development for the NeighborWorks Training Institute and Group Learning in communities across the country.
- Represent NeighborWorks America at partner conferences.

## **August 2022- March 2023 *NeighborWorks America: Regional Public Affairs and Communications Advisor***

- Works with the Regional Vice President to lead strategic plan discussions on visibility and external partnerships by raising awareness of network organizations and regional markets.
- Works with network area local governments, public relations, communications, marketing, outreach and resource development departments in 13 states and the District of Columbia. Performs internal and network partner scans to promote NeighborWorks America as a leader in the community development field and create a recognized and engaged regional presence that creates opportunities for NeighborWorks America and the Network Organizations.
- Communicate trending federal, state, regional, and local housing programs, policies, and regulations to network organizations.
- Cultivate and manage external relationships with national, regional, and local partners to advance NeighborWorks America's mission and goals and raise awareness about the work of the network.
- Extensive work with outside marketing/PR firms, members of the media (reporters, editors, etc.), members of the public, and key private- and public-sector partners.
- Formulate best practice lists and provide technical assistance to the network and other colleagues.
- Collaborates with NeighborWorks America's Public Relations division, Public Policy and Legislative Affairs, Resource Development and other public facing divisions to promote impact of network and strategic partners, provide resources and local subject experts for national media inquiries.

# Crystal Scott

310 N A Street  
Pensacola, FL 32501

205-401-5855

[crytrottc@yahoo.com](mailto:crytrottc@yahoo.com)

- Collaborates with CEO/COO's as well as the liaison to the Board of Directors to provide network intelligence, message points, applicable logistical support for meetings and events, and other key visibility and partnership related deliverables.
- Works closely with Relationship Managers to ensure a deep understanding of the Networks resource development, communications, and marketing capacity to support their services and programming.
- Works to support and empower a network of 50 nonprofit community development organizations.

## **January 2021- August 2022 Pensacola Habitat for Humanity: *Vice President of Development and Communications***

- Managed all aspects of the Resource Development Division to include an annual fundraising goal of \$2.2 million dollars in diverse grant and donor portfolios while leading a team of ten professionals providing direction to ensure that a board-directed fundraising strategy, communications and donor relations plan is executed effectively.
- Responsible for identifying and engaging new donors, volunteers and stakeholders, educating them about the work of the organization and leading to them becoming ambassadors of the organization.
- Department budget preparation and administration associated with personnel, operating costs, development finance and capital costs; approves expenditures; reviews financial statements; and managed department financial operations.
- Conducted award winning Annual reports to include all accomplishments from year in a presentation that appealed to the community leading to growth of the organization.
- Cultivate and manage external local, statewide, and regional relationships and local partnerships to advance strategic goals of one of the largest Habitat for Humanity affiliates in the country developing organizational story elevation strategy for awareness, fund development and volunteerism.
- Served as the official spokesperson/media liaison for Pensacola Habitat for Humanity and also as the chief crisis communications officer, leading public information, and communication strategy for all issues and crises.
- Assist CEO with federal, state, regional, and local housing programs, policies, and regulations.
- Informs strategic partnerships movement with CEO.
- Effectively managed the communications and public information programs and operations, which includes planning, coordinating, administering, and evaluating programs, projects, activities, events, processes, procedures, systems, standards, and/or service offerings.
- Researched and evaluated federal, non-federal, and foundation grant opportunities, composed and submitted proposals to include project creation and visioning, budgets, and successful grants management.

# Crystal Scott

310 N A Street

Pensacola, FL 32501

205-401-5855

[crytrottc@yahoo.com](mailto:crytrottc@yahoo.com)

- Editor in Chief for the 17<sup>th</sup> largest Habitat for Humanity affiliate in the country providing content and edits to all grant proposals, press releases, media alerts, and marketing materials.
- Executed an aggressive communications plans to include the dissemination of communications, information, and reports to customers, the Board of Directors, and all other stakeholders.
- Significantly increased public awareness by producing informative pieces that describe affiliate operations, projects, and initiatives as well as hosted a quarterly television show.
- Responsible for writing articles, columns, or blogs to promote all active Pensacola Habitat for Humanity programs and initiatives.

## **December 2017- January 2021** *Pensacola Habitat for Humanity: **Director of Resource Development***

- Chief fundraiser and friend-raiser responsible for all federal and non-federal grant proposals, fundraising events, and donor relations including donor cultivation and retention efforts.
- Responsible for all aspects of the extensive volunteer program seeing over 4,000 unique volunteers annually. Efforts consisted of recruitment, retention and volunteer growth to donor.
- Responsible for building relationships and partnering with all local and state elected officials who are passionate about affordable housing.
- Lead efforts for hiring and transitioning new CEO.
- Responsible for promoting all aspects of the affiliate including the Home Buyer Program, Community Development Program, volunteerism, philanthropy, and the Pensacola Habitat for Humanity ReStore through multiple avenues including social media, newsletters and speaking engagements.
- Responsible for all internal communications including staff team building activities and staff morale improvement.
- Responsible for seeking speaking engagements and other innovative ways to educate our community of the need for affordable housing and affordable homeownership.

## **March 2013-December 2017** *Community Action Program, Inc.: **Development and Marketing Administrator***

- Department manager for all agency non-federal funding including major gifts, grant writing, fundraising, in-kind gifts, sponsorships, and event planning.
- Responsible for agency Annual Reporting. Responsible for writing articles, columns, or blogs to promote all active Community Action Programs and initiatives.
- Responsible for all internal communications including staff team building activities and staff morale improvement.
- Serves as the affiliates chief branding officer; Leads communications, public information and web development.

# Crystal Scott

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Pensacola, FL 32501  
205-401-5855  
[crytrotts@yahoo.com](mailto:crytrotts@yahoo.com)

- Seek and execute speaking engagements and maintain communication database with community partners, donors, volunteers, and vendors for the agency.
- Organize major fundraising events annually, create and amplify the communication material for each event. Responsible for social media recruitment techniques as well as website management and Press Releases.

## **January 2012-January 2013** *90Works formally known as Families Count: **Family Support Team Manager***

- Supervise a team of professionals and paraprofessionals to implement an in home family therapy program to families who have been mandated to complete an intensive, 6 month program.
- Manage a team of Master level and Bachelor level staff who conducted parenting classes and implemented goal plans with families in need.
- Responsible for raising awareness about child abuse and neglect in our community and ensuring that donors and funders are informed of success interventions.
- Monitor a database with all family information and track success.

## **October 2004-January 2012** *The Children's Home Society of Florida: **Volunteer and Education Coordinator***

- Supervise a team that recruits, screens, and manages volunteers to provide client support.
- Develop communication material to recruit volunteers.
- Assign approved volunteers to appropriate youth, supervising and supporting volunteer/ client relationships.
- Supervising and evaluating suitable program volunteers.
- Plan and carry out numerous fundraising events, and form community partnerships with local organizations to provide match dollars for the Mentoring program.

## **Education**

1998-2002     **Auburn University**, Bachelor of Science in Psychology  
2004-2009     **Capella University**, Master of Science in General Psychology

## **Other**

2021-present. **Chair, Affordable Housing Advisory Committee**, Escambia County and the City of Pensacola. [Affordable Housing Advisory Committee | City of Pensacola, Florida Official Website](#)

January 2023- present. **Board of Directors, Council on Aging of West Florida.**  
<https://www.coawfla.org/senior-advocacy-center/>

December 2022- present. **Board of Directors, Family Promise of Escambia County.** [OUR BOARD | FamilyPromiseESC \(familypromiseofescambia.org\)](#)

**Ballot – Affordable Housing Advisory Committee**

December 12, 2024

*Three-year term, expiring December 31, 2027*

***City Resident***

\_\_\_\_\_ Crystal Scott

\_\_\_\_\_

**Vote for One**

Signed: \_\_\_\_\_  
Council Member

**Ballot – Affordable Housing Advisory Committee**  
December 12, 2024  
*Three-year term, expiring December 31, 2027*

***Planning Board Member***

\_\_\_\_\_ Paul Ritz  
\_\_\_\_\_  
\_\_\_\_\_

**Vote for One**

Signed: \_\_\_\_\_  
Council Member



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1183

Agenda Conference

12/9/2024

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** COUNCIL PRESIDENT JARED MOORE

**SUBJECT:**

TENTATIVE CITY COUNCIL MEETING SCHEDULE 2025

**RECOMMENDATION:**

That City Council approve the tentative City Council meeting schedule for 2025.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Section 1.01 - Regular Meetings of the City Council Rules and Procedures, states in part, "...Regular meetings of the City Council shall be held at least once each month...The Council shall generally adopt its regular meeting schedule for the following calendar year at a regular meeting held in December of each year." This meeting schedule is consistent with this requirement as well as City Charter requirements within Charter Section 4.03 - City Council Procedures.

**PRIOR ACTION:**

December 14, 2023 -- City Council approved the tentative City Council meeting schedule for 2024

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

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



**STAFF CONTACT:**

Don Kraher, Council Executive  
Ericka Burnett, City Clerk

**ATTACHMENTS:**

1. Tentative 2025 City Council Meeting Schedule

**PRESENTATION:** No

\*\*\**TENTATIVE*\*\*\* 2025 PENSACOLA CITY COUNCIL SCHEDULE OF MEETINGS

| MONTH                                                                                                 | AGENDA CONFERENCE            | COUNCIL MEETING                  | SPECIAL COUNCIL MEETING |
|-------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------|-------------------------|
| Note: Business Workshop to be held, if needed, on the 2nd Agenda Conference meeting day of the month. |                              |                                  |                         |
| January                                                                                               | Monday, 13th                 | Thursday, 16th                   |                         |
| February                                                                                              | Monday, 10th<br>Monday, 24th | Thursday, 13th<br>Thursday 27th  |                         |
| March                                                                                                 | Monday, 10th<br>Monday, 24th | Thursday, 13th<br>Thursday 27th  |                         |
| April                                                                                                 | Monday, 7th<br>Monday, 21st  | Thursday, 10th<br>Thursday, 24th |                         |
| May                                                                                                   | Monday, 5th<br>Monday, 19th  | Thursday, 8th<br>Thursday, 22nd  |                         |
| June                                                                                                  | Monday, 9th                  | Thursday, 12th                   |                         |

| MONTH     | AGENDA CONFERENCE           | COUNCIL MEETING                  | SPECIAL COUNCIL MEETING                                                                                                                               |
|-----------|-----------------------------|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| July      | Monday, 14th                | Thursday, 17th                   |                                                                                                                                                       |
| August    | Monday, 11th                | Thursday, 14th                   |                                                                                                                                                       |
| September | Monday, 8th<br>Monday, 22nd | Thursday, 11th<br>Thursday, 25th | <b>Tentative FY 25 Budget Hearing Dates</b><br>1st Hearing - Wednesday 9/?<br>Final Hearing - Wednesday 9/??.<br>Both meetings beginning at 5:30 p.m. |
| October   | Monday, 6th<br>Monday, 20th | Thursday, 9th<br>Thursday, 23rd  |                                                                                                                                                       |
| November  | Monday, 10th                | Thursday, 13th                   | <b>Special Council meeting 11/25</b> at 9:00 a.m.<br>Election Council Pres & Vice President                                                           |
| December  | Monday, 8th                 | Thursday, 11th                   |                                                                                                                                                       |



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1167

Agenda Conference

12/9/2024

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

AGREEMENT WITH DIVINE WORD COMMUNICATIONS FOR RADIO TOWER ON LEASED PROPERTY (ADJACENT TO LONG HOLLOW STORMWATER POND)

**RECOMMENDATION:**

That City Council approve the Agreement with Divine Word Communications, as it relates to the previously-approved Amendment and Termination of Ground Lease Agreement, 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 reclaiming 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 agreements with willing sellers, including Divine Word. The agreements are open-dated, 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 months.

In September 2024, City Council approved the Amendment and Termination of Ground Lease Agreement with Divine Word Communications, allowing for the eventual termination of the current ground lease and which serves as Exhibit A to the Agreement being considered. This Agreement is the mechanism by which Divine Word Communications will receive compensation for the early termination of the lease and business at the Long Hollow Stormwater Pond. Upon receipt of the AUGF from Florida Commerce, Divine Word Communications must execute Exhibit A to finalize the termination and payment.

**PRIOR ACTION:**

August 24, 2012 - City Council approved a ground lease with Divine Word Communications.

September 26, 2024 - City Council approved the Amendment and Termination of Ground Lease with Divine Word Communications (Exhibit A to this Agreement)

**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. The Agreement with Divine Word Communications is for \$525,000 total.

**FINANCIAL IMPACT:**

N/A

**LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes**

11/22/2024

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
Amy Lovoy, Finance Director  
Deana Stallworth, Property Lease Manager

**ATTACHMENTS:**

1. Agreement with Divine Word Communications incl Amendment and Termination - December 2024

**PRESENTATION:** No

## AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made effective the \_\_\_\_ day of \_\_\_\_\_, 2024 (“**Effective Date**”), 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 are parties to that certain Ground Lease Agreement dated August 24, 2012 (the “**Lease**”), relating to certain property within the Long Hollow storm surge basin (the “**Storm Basin**”), as more particularly described therein (the “**Leased Property**”);

WHEREAS, pursuant to the Lease, Tenant has erected and operates a radio tower upon the Leased Property (“**Tower**”);

WHEREAS, City is working on a large-scale redevelopment of Hollis T. Williams Park, which is located near the Leased Property, which redevelopment will include significant stormwater additions to improve drainage in areas surrounding the Park and the Leased Property (“**Infrastructure Improvements**”);

WHEREAS, to facilitate the Infrastructure Improvements, it has become necessary or desirable to expand the use of the Storm Basin to hold the increased stormwater to be captured and carried away by such Infrastructure Improvements;

WHEREAS, the continued existence and use of the Tower upon the Leased Property is incompatible with the increased use of the Storm Basin required to facilitate the Infrastructure Improvements;

WHEREAS, City and Tenant are entering into this Agreement to address certain matters relating to the Lease and the Tower, and to facilitate the installation and use of Infrastructure Improvements and related redevelopment of the Hollis T. Williams Park.

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. Lease Amendment. Tenant will execute and deliver to City Tenant’s counterpart to that certain Amendment and Termination of Ground Lease Agreement attached hereto as Exhibit A (the “**Lease Amendment**”) within 14 days of City’s written request for the same. The Lease Amendment shall be effective upon full execution by both parties to it. The parties understand and agree that the City has heretofore approved the form of Lease Amendment; notwithstanding that approval of the form, the Lease Amendment shall not become effective until it is fully and duly executed by the parties thereto.

2. Consideration. In consideration of Tenant's entry into and performance under this Agreement, City shall deliver payment to Tenant in accordance with the following schedule:

a. Within 30 days following the Effective Date, City shall deliver to Tenant \$52,500.00 (the "Deposit") which deposit shall be non-refundable to City except in the event of Tenant's failure to timely perform its obligations under this Agreement.

b. Within 30 days following (i) receipt of Tenant's executed counterpart to the Lease Amendment delivered in response to City's request for the same made pursuant to Section 1 above, and (ii) Tenant's delivery of written confirmation, and such other proof as may be reasonably requested by City, that Tenant and all other users and occupants of the Tower claiming by, under or through Tenant, have vacated and permanently ceased operations on the Tower, and with Leased Property free and clear of liens, mortgages, claims, or encumbrances, as per the Lease, City shall deliver to Tenant an additional \$472,500.00.

3. 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.

4. 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.

5. Time of Essence. City and Tenant hereby agree that time is of the essence with regard to the terms and conditions of this Agreement.

6. 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.

7. 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, or (b) one business day after having been deposited with an expedited, overnight courier service, in each case addressed to the party to whom notice is intended to be given at the address set forth below:



If to City:

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

If to Tenant:

Divine Word Communications  
Attn: Gene Church  
429 Pou Station Road  
Pensacola, Florida 32507

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 7 shall constitute delivery.

8. 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.

9. 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.

10. 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.

11. 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.

12. Calculation of Days. In the event that any date described in this Agreement for the performance of an action required hereunder by City and/or Tenant 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.

13. 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.

14. 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”).

15. Sovereign Immunity. Nothing herein is intended to serve as a waiver of City’s sovereign immunity to which sovereign immunity applies, nor as a waiver of any applicable limitation on City’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, parties have executed this Agreement 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.]

*Agreement – signature page*

DIVINE WORD COMMUNICATIONS, an  
Alabama corporation, doing business in Florida as  
DIVINE WORD RADIO, INC.

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Agreement – signature page*

EXHIBIT A

Lease Amendment

[Attached]

## **AMENDMENT AND TERMINATION OF GROUND LEASE AGREEMENT**

THIS AMENDMENT AND TERMINATION OF GROUND LEASE AGREEMENT ("**Termination**") is made effective the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, 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*





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 24-1043

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

LEASE AGREEMENT WITH PENSACOLA STATE COLLEGE FOR AIRPORT PROPERTY  
LOCATED AT THE CORNER OF LANGLEY AVENUE AND TIPPIN AVENUE

**RECOMMENDATION:**

That City Council approve the lease agreement between the City of Pensacola and the District Board of Trustees of Pensacola State College for real property located at Pensacola International Airport. Further, that City Council authorize the Mayor to take those actions necessary to finalize, execute and administer this Lease, consistent with the terms of the attached draft lease agreement and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

With the opening of ST Engineering's Maintenance, Repair and Overhaul (MRO) facility located at Pensacola International Airport, the City and ST Engineering have been committed to developing a skilled local workforce for the aviation sector and a pipeline to employment in the aviation industry. The City's Economic Development Department has been working with Pensacola State College ("PSC") on this endeavor and as a result, PSC desires to lease from the City real property located at the Pensacola International Airport to construct a classroom and hangar facility for use by PSC as an A&P School.

The A&P School is an educational program approved by the Federal Aviation Administration ("FAA") that educates and trains students to maintain and repair aircraft airframes, components, and/or powerplants to enable the student to obtain an FAA Aviation Mechanic's Certificate with an Airframe rating and/or a Powerplant rating. The construction of the A&P Mechanics School will create more opportunities for high-wage jobs for Pensacola citizens.

The proposed lease site is near ST Engineering's MRO Hanger 3 near the corner of Langley Avenue and Tippin Avenue, as depicted on Exhibit A of the attached lease. The proposed term of the land lease is 50 years, with any constructed facilities reverting to the City at the end of the lease term. Initial ground rent shall equal the Fair Market Rent rate as determined by a

Qualified MRI Appraiser and shall increase annually by CPI, not to exceed 2% compounded annually. Every 10 years after the first anniversary, annual rent shall be adjusted based on a Fair Market Rent rate, not to exceed 2% compounded annually. While the design of the leased area is still under development (so final square footage is not available) based on current Fair Market Rent rates, it is estimated that the lease will bring in approximately \$6,000 in annual revenue to Pensacola International Airport.

**PRIOR ACTION:**

N/A

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Pensacola State College will pay an estimated ground rent of \$6,000 annually to Pensacola International Airport.

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

Tim Kinsella, City Administrator  
Amy Miller, Deputy City Administrator  
Matthew F. Coughlin, Airport Director

**ATTACHMENTS:**

1. Draft Lease

**PRESENTATION:** No

REAL PROPERTY LEASE  
AT  
PENSACOLA INTERNATIONAL AIRPORT  
BETWEEN  
CITY OF PENSACOLA, AS LESSOR  
AND  
PENSACOLA STATE COLLEGE, AS LESSEE

EFFECTIVE DATE\_\_\_\_\_, 2024

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**List of Exhibits**

**EXHIBIT A – DESCRIPTION OF THE LEASED PREMISES**

**EXHIBIT B – CONCEPT PLANS FOR INITIAL FACILITIES**



**REAL PROPERTY LEASE AT PENSACOLA INTERNATIONAL AIRPORT**

**THIS REAL PROPERTY LEASE AT PENSACOLA INTERNATIONAL AIRPORT** (this “Lease”) is hereby made and entered into as of the Effective Date (hereinafter defined), by and between the **CITY OF PENSACOLA**, a Florida municipal corporation (“the City”) in its capacity as owner, operator, and sponsor of **PENSACOLA INTERNATIONAL AIRPORT** and **THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA** (“the College”). The City and the College may, from time to time, be referred to in this Lease individually as “a Party” and collectively as “the Parties.”

**RECITALS**

WHEREAS, the City is the owner and operator of the Airport (as hereinafter defined); and

WHEREAS, the College desires to lease from the City certain real property located at the Airport and to construct on such real property an aircraft hangar and appurtenant improvements for use by the College as an A&P School (as hereinafter defined), and the City desires to lease such real property to the College for such purpose, all upon the terms and subject to the conditions set forth in this Lease;

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, the Parties hereby agree as follows:

## ARTICLE 1. DEFINITIONS

### Section 1.01 DEFINITIONS

The following words and phrases, wherever used in this Lease, shall, for purposes of this Lease, have the indicated meanings:

**“Additional Rent”** means, collectively, all amounts, if any, payable by the College under this Lease other than the Ground Rent (as hereinafter defined).

**“Affiliate”** means any corporation or other entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with, the College.

**“Airport”** means Pensacola International Airport located in Pensacola, Florida, as it now exists and as it may exist in the future.

**“Airport Director”** means the person who from time to time holds the position of “Airport Director” or “Interim Airport Director” of the Airport. Said term shall also include any person expressly designated by the City to exercise functions with respect to the rights and obligations of the Airport enterprise.

**“Airport Master Plan”** means the assembly of appropriate documents and drawings addressing development of the Airport from physical, economic, social, and political jurisdictional perspectives as designated from time to time by the City and the Airport Director as the Airport Master Plan. The Airport Master Plan includes, without limitation, forecasts of aviation demand, an airport land use plan, an airport layout plan set, an airport approach and runway protection zone plan, a terminal area plan, an airport access and parking plan, a staging plan, a capital improvement plan, and a financial plan.

**“Airport Operations Area”** means the area inside of the security fence, including but not limited to aircraft runways, taxiways, and aprons.

**“A&P School”** means an educational program approved by the FAA (as hereinafter defined) that educates and trains a student to maintain and repair aircraft airframes, bodies, components, and/or powerplants for the purpose of enabling the student to obtain an FAA Aviation Mechanic’s Certificate with an Airframe rating, a Powerplant rating, and/or both an Airframe rating and a Powerplant rating.

**“Baseline Environmental Conditions Study”** means that certain study or studies prepared pursuant to Article 14 to document Leased Premises environmental conditions existing at the time of the study.

**“Bond Resolution”** means Resolution No. 59-88, adopted as of September 8, 1988, as it may be amended or supplemented from time to time, and any other Resolution of the City regulating or authorizing the issuance of Bonds, as amended or supplemented from time to time, other than

Special Purpose Facility Bonds (as defined in Resolution No. 59-88), payable from Airport revenue.

**“City”** means the City of Pensacola, Florida, and any successor to the City in ownership of the Airport.

**“College”** means Pensacola State College and each assignee of this Lease pursuant to a partial or full assignment permitted by this Lease.

**“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or by contract or otherwise.

**“Date of Beneficial Occupancy”** means the date that the Initial Facilities have been Substantially Completed.

**“Effective Date”** means the date upon which this Lease is executed by the last Party to execute this Lease, as shown by the respective dates set forth after the places provided herein below for the Parties’ execution of this Lease.

**“Environmental Laws”** means, collectively, all federal, state, water management district, and local environmental, land use, safety, and health laws, rules, regulations, and ordinances, and common law, applicable to the Airport, the College or the Leased Premises, including, but not limited to, the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.) (“CAA”); the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j), the Federal Water Pollution Control Act (commonly known as the Clean Water Act) (33 U.S.C. §§ 1251-1387), and Sections 253, 373, 376 and 403, Florida Statutes, as any of the foregoing may hereafter be amended, any rule or regulation pursuant thereto, and any other present or future law, ordinance, rule, regulation, code, permit or permit condition, order, notice of violation, decree, consent agreement, or directive addressing any environmental, safety, or health issue of or by the federal government, or of or by any state or other political subdivision thereof, or any agency, court, or body of the federal government or any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions. The term Environmental Laws shall also mean and include the Airport’s Spill Prevention, Control, and Countermeasure Plan (“SPCC”) and all future amendments thereto and the Airport’s Storm Water Pollution Prevention Plan (“SWPPP”) and all future amendments thereto.

**“Event of Default”** shall have the meaning assigned in Article 17 below.

**“FAA”** means the Federal Aviation Administration of the United States government or any federal agencies succeeding to its jurisdiction.

**“Facilities”** means the hangar, building, aprons, taxiways, and other improvements now or at any time hereafter existing upon the Leased Premises, including but not limited to the Initial Facilities.

**“Fair Market Rent”** means the fair market rent of the Leased Premises as determined from time to time in accordance with Article 5.

**“Force Majeure Event”** means any act of God, epidemic, pandemic, governmental rule or regulation resulting from an epidemic or pandemic, weather condition, tropical storm, hurricane, other natural disaster, strike, boycott, labor dispute, tariff, embargo, shortage of material, act of the public enemy, act of superior governmental authority, riot, rebellion, and sabotage if, but only if, the Party claiming a Force Majeure Event establishes that such event caused such Party to be unable to perform an obligation of such Party under this Lease (other than the payment of money) or to comply with a requirement of this Lease (other than the payment of money).

**“Ground Rent”** means the annual rent for the Leased Premises as specified or determined in this Lease.

**“Hazardous Substances”** means any and all hazardous, toxic, or harmful substances, wastes, materials, pollutants, and contaminants, including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, organic solvents, flammable explosives, diesel exhaust fluid, radioactive materials, lead-based paint (i.e., paint containing more than 0.5% lead by dry weight), infectious substances, PFAS (which includes without limitation PFOS, PFOA and all other perfluoroalkyl and polyfluoroalkyl chemicals), raw materials which include hazardous constituents, and all other substances and materials that are included under or regulated by Environmental Laws.

**“Initial Facilities”** means the hangar, building, and other improvements to be constructed by the College for the operation of an A&P School substantially in accordance with the concept plans attached hereto as Exhibit “B” (subject to the City’s approval of any changes in such concept plans, such approval not to be unreasonably withheld, conditioned, or delayed).

**“Lease”** means this Real Property Lease.

**“Leased Premises”** means the land within the Airport depicted on Exhibit A attached hereto upon which are hereby leased by the City to the College pursuant to the terms and conditions of this Lease.

**“Lease Term”** shall have the meaning assigned in Section 3.01 below.

**“Lease Year”** means each period of twelve consecutive calendar months that begins on an anniversary of the Date of Beneficial Occupancy or, if the Date of Beneficial Occupancy is not the first day of a month, each period of twelve consecutive calendar months that begins on the first day of the next month after each such anniversary of the Date of Beneficial Occupancy; provided, however, that the first Lease Year shall commence on the Date of Beneficial Occupancy and continue to, but not including, the first day of the next Lease Year.

**“Ordinary Wear and Tear”** means normal deterioration of an improvement to real property that occurs solely from the reasonable and intended use of the improvement over time despite the timely and proper performance of reasonable routine maintenance and preventive maintenance.

**“Qualified MAI Appraiser”** means a Member of the Appraisal Institute possessing relevant qualifications and experience with the appraisal of airport landside and airside land and facilities.

**“Rent”** means, collectively, the Ground Rent and the Additional Rent.

**“Rent Commencement Date”** means the earlier of (i) the Date of Beneficial Occupancy or (ii) the second anniversary of the Effective Date.

**“Rules and Regulations”** means those rules and regulations promulgated from time to time by the City or the Airport Director governing conduct on, and operations at, the Airport or the use of any of the land and/or facilities at the Airport.

**“Subsidiary”** means any corporation or other entity more than fifty percent (50%) of whose outstanding stock (or other form of equity ownership) is, at the relevant time, owned by the College or by another Subsidiary of the College.

**“Substantial Completion”, “Substantially Complete”, “Substantially Completed”** and similar terms and iterations thereof mean, with respect to any of the Facilities: (1) completion substantially in accordance with the plans and specifications approved by the City and (2) the issuance of a temporary certificate of occupancy permitting the lawful use and occupancy of such Facilities for the purpose permitted by Section 4.01 above. For the avoidance of doubt, such temporary certificate of occupancy may not and shall not contain any conditions or requirements that would operate to prevent or prohibit the occupancy and use of a material portion of such Facilities for such purpose.

**“Substantial Completion Deadline”** means the date that is two (2) years after the Effective Date; provided that the College shall be entitled to extend such Substantial Completion Deadline to the date that is three (3) years after the Effective Date by giving the City written notice of such extension prior to the original two-year Substantial Completion Deadline..

**“TSA”** means the Transportation Security Administration under the Department of Homeland Security of the United States government, or any federal agencies succeeding to its jurisdiction.

## Section 1.02 **CROSS-REFERENCES**

All references in this Lease to articles, sections, and exhibits pertain to articles, sections, and exhibits of this Lease unless otherwise specified.

END OF ARTICLE

## ARTICLE 2. LEASED PREMISES

### Section 2.01 LEASED PREMISES

The City hereby leases and demises the Leased Premises to the College, and the College hereby leases the Leased Premises from the City upon the terms and subject to the conditions of this Lease, subject, however, to all liens, easements, restrictions, and other claims and encumbrances of record, provided that such matters do not prevent the College from using the Leased Premises for the purposes set forth in Article 4 below.

### Section 2.02 SURVEY

Within 120 days after the Effective Date, the City, at no cost to the College, shall cause a current survey of the Leased Premises to be prepared by the City Surveyor. If necessary, the estimated square footage of the Leased Premises (as set forth in Section 5.02 below) shall be adjusted based on such survey and Exhibit A shall be updated based on such survey by an administrative directive issued by the Airport Director without further amendment of this Lease. Rents and fees will be increased or decreased, retroactive to the Effective Date of this Lease, based on changes, if any, in the square footage comprising the Leased Premises.

END OF ARTICLE

## ARTICLE 3. TERM

### Section 3.01 LEASE TERM

The College shall have the right to occupy and use the Leased Premises in accordance with this Lease for a term commencing on the Effective Date and ending at midnight Pensacola, Florida, time on the last day of the fiftieth (50<sup>th</sup>) Lease Year.

### Section 3.02 COLLEGE'S RIGHTS UPON EXPIRATION OR EARLIER TERMINATION OF LEASE

Upon expiration of the Lease Term or earlier termination of this Lease, all of the College's rights, authority, and privileges to use the Leased Premises, services, facilities, and property of the Airport as granted herein shall cease without notice to the College except as otherwise expressly provided in this Lease.

### Section 3.03 SURRENDER OF LEASED PREMISES

Upon expiration of the Lease Term or earlier termination of this Lease, the College shall surrender the Leased Premises and the Initial Facilities to the City in the same condition as on the Date of Beneficial Occupancy and shall surrender to the City all other Facilities constructed on the Lease Premises in accordance with this Lease in the same condition as on the date of final completion of construction of such Facilities, in each case except for (a) Ordinary Wear and Tear, (b) damage caused by an insured casualty for which the City is fully compensated by insurance proceeds and deductible amounts paid by the College (net of reasonable adjustment and collection costs, including but not limited to reasonable attorneys' fees, incurred by the City), and (c) damage caused by a condemnation or threatened condemnation for which the City is fully compensated by a condemnation award pursuant to an order of a court of competent jurisdiction or payment in lieu thereof acceptable to the City.

All equipment, trade fixtures, and other personal property installed or placed by the College, at its sole expense, in the Leased Premises that can be removed without structural damage to the Leased Premises or any other City-owned property, but only such equipment, trade fixtures, and other personal property, shall remain the property of the College unless otherwise provided in subsequent written agreements between the College and the City. The College shall have the right at any time during the Lease Term and prior to its expiration or earlier termination of this Lease to remove any and all of such personal property from the Leased Premises provided that at the time of removal there exists no Event of Default hereunder or any event or state of facts which with the giving of notice or lapse of time, or both, would constitute an Event of Default. The College agrees to repair or pay for all damage, if any, resulting from such removal. All City property damaged by or as a result of removal of such personal property by the College shall be restored at the College's expense to substantially the same condition as, or better condition than, it was prior to such damage.

Any and all such personal property not removed by the College prior to the expiration of the Lease Term or the earlier termination of this Lease shall automatically, without any further action by either Party, become a part of the land upon which it is located and title thereto shall vest with the City. The City reserves the right to remove and dispose of any or all of such personal property not so removed by the College, without any liability or obligation to the College. If such removal is accomplished by the City within the 60-day period following the

expiration of the Lease Term or the earlier termination of this Lease, such removal by the City shall be at the College's expense, and the College shall reimburse the City for such expenses promptly upon demand. During the time that any such personal property of the College remains on the Leased Premises and until the expiration of such 60-day period or the removal of such property, whichever first occurs, the College shall continue to pay rent on such space for the Leased Premises at the rental rate in effect on the expiration or earlier termination of this Lease.

The provisions of this Section 3.03 shall survive the expiration or earlier termination of this Lease and shall be fully enforceable by the City against the College notwithstanding the termination of this Lease.

END OF ARTICLE



## ARTICLE 4. USE OF LEASED PREMISES

### Section 4.01 PERMITTED AND REQUIRED USE OF LEASED PREMISES

During the Lease Term, the College shall use the Leased Premises for, and shall operate on the Leased Premises, an A&P School or other educational program for students related to aviation and the aircraft industry, including operation or maintenance of aircraft or aircraft systems, such as, but not limited to, avionics, and programs related to airport operations.

The College shall not use, nor suffer or permit others to use, the Leased Premises or any improvements thereon for any purpose whatsoever, commercial or non-commercial, other than the purpose set forth in the immediately preceding paragraph, nor shall the College use the Leased Premises to keep or store any personal property of any nature whatsoever that is not required for the prosecution of such purpose.

### Section 4.02 ACCESS

Subject to the other provisions of this Lease and the Rules and Regulations, the College, its agents, students, employees, service providers, and contractors are hereby granted the non-exclusive access to the public areas of the Airport outside the perimeter fence of the Airport, but only if and to the extent required for the College's use of the Leased Premises for the purpose set forth in Section 4.01, and in any event subject to the Rules and Regulations.

The privileges of access provided for above shall not be used by, enjoyed by, or extended to any person or vehicle engaging in any activity or performing any act or furnishing any service to, for, or on behalf of the College that the College is not authorized to engage in or perform under the provisions hereof unless expressly authorized in writing by the Airport Director.

**Section 4.03 RESTRICTIONS**

Notwithstanding any contrary provision in this Lease, the College shall not, and the College shall not suffer or permit any of its agents, employees, directors, officers, assignees, sublessees, contractors, students, guests, invitees, licensees, or representatives to,:

(a) Do anything that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses installed or located on or within the premises of the Airport.

(b) Do anything that may invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.

(c) Keep or store, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with applicable federal, State, and City laws and ordinances, including the Uniform Fire Code and the Uniform Building Code. For purposes of this Lease, flammable or combustible liquids shall have the same definitions as set forth in the Uniform Fire Code, as that Code may be amended from time to time.

(d) Do anything that may be in conflict with 14 CFR Part 139 Airport Certification as that regulation may be amended from time to time or jeopardize the operating certificate of the Airport.

(e) Do anything that may create electrical, electronic, or other interference with communications between the Airport and aircraft, or between aircraft and any navigational aids, including but not limited to the Airport's Approach Surveillance Radar or the Airport's airspace communications, whether or not located on the Airport.

(f) Do anything that may make it difficult for aircraft pilots to distinguish between the Airport lights and other lights, or that will or might impair visibility or otherwise endanger the landing, taking off, or maneuvering of aircraft.

(g) Do anything that may be in conflict with 49 CFR Part 1542 Airport Security or the TSA-approved security plan for the Airport.

(h) Engage in any business activities not specifically permitted by this Lease.

**Section 4.04 REMOVAL OF DISABLED AIRCRAFT**

Except as otherwise agreed in writing by the Airport Director, the College shall promptly remove any disabled aircraft that is in the care, custody, or control of the College from any part of the Airport (other than the Leased Premises), including, without limitation, runways, taxiways, aprons, and gate positions, and place any such disabled aircraft on the Leased Premises or, in the sole discretion of the Airport Director, in such storage areas as may be designated by the Airport Director. This Section does not apply to disabled aircraft used in the A&P School operated on the

Leased Premises; however, the College may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by the Airport Director.

If the College fails to remove any disabled aircraft promptly as required by this Section 4.04, the Airport Director may, but shall not be obligated to, cause the removal and/or storage of such disabled aircraft, and the College shall promptly reimburse the City for all reasonable costs of such removal and storage. Further, the College hereby releases the City from, and agrees to indemnify, defend and hold the City harmless from and against, any and all claims, loss, liability, damages, costs and expenses, including without limitation reasonable attorney's fees, arising from or in any way connected with such removal or storage by the City, including but not limited to claims for loss of or damage to the disabled aircraft or to any other property of the owner or lessee of such aircraft or of the College but excluding all claims, loss, liability, damages, costs, and expenses arising out of the City's own negligence, recklessness, or intentional misconduct.

#### **Section 4.05    AUTOMOBILE PARKING**

It is expressly agreed that automobile parking on the Leased Premises shall be limited to customer, student, and employee parking incident to the conduct of the A&P School on the Leased Premises and shall be offered by the College without charge. The College shall not permit public parking on the Leased Premises in competition with the City's automobile parking business at the Airport. Further, the College shall permit its customers, students, and employees to park their automobiles only on paved parking areas designated or delineated for automobile parking, and in no event shall the College suffer or permit anyone to park on the unpaved, grassed, or dirt areas of the Leased Premises.

END OF ARTICLE

## ARTICLE 5. RENTS, FEES, & CHARGES

In consideration for use of the Leased Premises and the rights, and privileges granted hereunder and for the undertakings of City provided for herein, the College agrees to pay the City, without notice, deduction, or set-off, the rents, fees, and other charges as set forth in this Article, as from time to time recalculated according to the procedures described below.

### Section 5.01 **GROUND RENT**

The initial annual Ground Rent payable by the College to the City with respect to the Leased Premises shall be an amount equal to the “Initial Ground Rent Rate”(as hereinafter determined) multiplied by the number of square feet of land in the Leased Premises, calculated to the nearest one-hundredth of a square foot; provided, however, that the initial Ground Rent Rate for the Leased Premises as of the Rent Commencement Date shall be such Initial Ground Rent Rate increased in direct proportion to the increase, if any, in the CPI (defined in Section 5.03 below) for the most recent month that is more than thirty (30) days prior to such Rent Commencement Date for which the CPI has been published over the CPI for the month of the Effective Date, such increase, if any, to be calculated in accordance with the formula provided in Section 5.03 below. In no event, however, shall such increase in the Initial Ground Rent Rate applicable to a Parcel exceed two percent (2.0%) of the Initial Ground Rent Rate compounded annually from the Effective Date to and including the Rent Commencement Date for such Parcel. The actual initial Ground Rent for the Leased Premises shall be calculated at the Initial Ground Rent Rate (adjusted as provided hereinabove) multiplied by the actual square footage of the Leased Premises as shown on the current survey of the Leased Premises to be obtained by the City pursuant to Section 2.02 above. The “Initial Ground Rent Rate” shall be determined as follows: Within sixty (60) days after the Effective Date, the City shall engage a Qualified MAI Appraiser to determine the Fair Market Rent rate per square foot for the Leased Premises (exclusive of any improvements) as of the Effective Date, such Fair Market Rent rate to be determined in accordance with sound appraisal practices on the basis of, to the extent possible, the terms and conditions of leases and leased premises comparable to this Lease and the Leased Premises in size, length of term, other terms and conditions (including without limitation apportionment of insurance and other expenses between lessor and lessee) and in other material respects then being entered into in the relevant market area as determined by the Qualified MAI Appraiser, with appropriate adjustments to account for relevant and material differences. The Fair Market Rent rate as so determined shall be the “Initial Ground Rent Rate” for purposes of this Section. If the College disagrees with such Fair Market Rent Rate, then the provisions of Section 5.04 below shall be applied to resolve the disagreement. In any event, if the Initial Ground Rent Rate exceeds \$0.40 per square foot, the College may terminate this Lease by giving written notice of termination within the later of (i) thirty (30) days after the City gives the College written notice of the Initial Ground Rent Rate established by the Qualified MAI appraiser under this Section or (ii) thirty (30) days after completion of the process provided in Section 5.04 if the College elects to pursue such process.

**Section 5.02 GROUND RENT PAYMENT**

Except as specifically provided for herein, the annual Ground Rent shall be paid by the College to the City without invoicing, notice, demand or set-off, in twelve (12) equal monthly installments payable in advance on or before the first day of each calendar month, beginning on the Rent Commencement Date and continuing through the remainder of the Lease Term. In the event that such Rent Commencement Date is a day other than the first day of a calendar month, then and in such event, the Ground Rent payable for the month in which such Rent Commencement Date occurs shall be prorated based on the actual number of days elapsing between and including such Rent Commencement Date and the last day of such month.

**Section 5.03 GROUND RENT RECALCULATION**

The annual Ground Rent shall be adjusted from time to time in accordance with this Section 5.03 and Section 5.04, as follows: The annual Ground Rent for each Lease Year shall be increased over the annual Ground Rent for the immediately preceding Lease Year in direct proportion to the percentage increase, if any, in the "CPI" (as hereinafter defined) for the most recent month that is more than thirty (30) days prior to the commencement of such new Lease Year for which the CPI has been published (the "New CPI") over the CPI for the same month one year earlier (the "Base CPI"). The Ground Rent for the immediately preceding Lease Year shall be multiplied by a fraction, the numerator of which shall be the New CPI and the denominator of which shall be the Base CPI. The product of such multiplication shall be the new annual Ground Rent for the new Lease Year and the City shall notify the College of the revised annual Ground Rent at least fifteen (15) days prior to the commencement of the new Lease Year. In no event, however, shall the annual Ground Rent for any Lease Year be less than the annual Ground Rent for the immediately preceding Lease Year, nor shall the annual Ground Rent for any Lease Year be more than two percent (2%) greater than the annual Ground Rent for the immediately preceding Lease Year. As used herein, "CPI" shall mean the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, not seasonally adjusted, 1982-84 = 100 reference base, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics of the United States Department of Labor ceases publishing the CPI or materially changes the method of its computation, components, base year, consumers whose experiences are included therein or other features thereof, a comparable index published by a governmental agency, responsible financial periodical, trade association or educational institution selected by the City, in its sole discretion, shall be substituted for the CPI and used in making the computations required herein.

Notwithstanding the foregoing, and in lieu of the foregoing CPI-based Ground Rent adjustment, the Ground Rent payable for the eleventh (11<sup>th</sup>), twenty-first (21<sup>st</sup>), thirty-first (31<sup>st</sup>) and forty-first (41<sup>st</sup>) Lease Years shall be determined as follows: Within sixty (60) days prior to the end of the tenth (10<sup>th</sup>), twentieth (20<sup>th</sup>), thirtieth (30<sup>th</sup>), and fortieth (40<sup>th</sup>) Lease Years the City shall engage a Qualified MAI Appraiser to determine the Fair Market Rent for the Leased Premises (exclusive of improvements) as of the end of such Lease Year, such Fair Market Rent to be determined in accordance with sound appraisal practices on the basis of, to the extent possible, the terms and conditions of leases and leased premises comparable to this Lease and the Land in size, length of term, other terms and conditions (including without limitation apportionment

insurance and other expenses between lessor and lessee) and in other material respects then being entered into in the relevant market area as determined by the Qualified MAI Appraiser, with appropriate adjustments to account for relevant and material differences. The Fair Market Rent as so determined shall be the new annual Ground Rent commencing on the first day of the following Lease Year (that is, the 11<sup>th</sup>, 21<sup>st</sup>, 31<sup>st</sup>, or 41<sup>st</sup> Lease Year, as the case may be) and continuing until further adjustment in accordance with this Article; provided, however, that the rent adjustment as the result of the foregoing determination shall not exceed two percent (2.0%) of the initial Ground Rent under this Lease compounded annually from the Rent Commencement Date through the end of such 10<sup>th</sup>, 20<sup>th</sup>, 30<sup>th</sup>, and 40<sup>th</sup> Lease Year. The City shall notify the College of each such revised Ground Rent at least fifteen (15) days prior to the first day of the following Lease Year.

#### **Section 5.04 REVIEW APPRAISAL**

Should the College disagree with any of the City's appraisals under Section 5.01 or 5.03 above, the College may select, at its own cost and expense, a Qualified MAI Appraiser to perform an appraisal to determine the Fair Market Rent. The two appraisers shall jointly select a third Qualified MAI Appraiser who shall review the work of each appraiser. In the event the two Qualified MAI Appraisers cannot agree upon the selection of the third Qualified MAI Appraiser, then the parties shall petition an arbitrator for the appointment of a third Qualified MAI Appraiser.

The review appraiser shall evaluate each report in all respects, with the validity and reasonableness of the final valuation conclusion being the principal focal point.

The review appraiser shall attempt to reconcile any variances between different appraisals. However, the review appraiser is not the appraiser and should not substitute his or her judgment for that of an appraiser. The review appraiser shall secure necessary corrective material from an appraiser prior to the final recommendation of the Fair Market Rent rate.

The review appraiser shall make a recommendation of a single value and not a range of values. The review appraiser shall not derive a value different from the appraisals by using separate parts of the individual appraisals, nor shall the review appraiser average the appraisal conclusions. The review appraiser must approve the Fair Market Rent from one of the appraisals only.

The review appraiser's determination of the Fair Market Rent shall be final, binding and non-appealable upon the parties. Each party shall bear the costs incurred by their own appraisers, and each shall bear one-half (1/2) the fees of the third-party appraiser.

**Section 5.05 LIQUIDATED DAMAGES FOR TARDY PAYMENTS; INTEREST.**

If Rent or any other fee, charge, or payment due and payable under this Lease by the College to the City is not paid within fifteen (15) calendar days after such Rent or other fee, charge, or payment became due, the College shall pay to the City liquidated damages equivalent to five percent (5.0%) of such tardy payment as agreed liquidated damages and not as a penalty, an amount equal to five (5.0%) of such tardy payment to compensate the City for the damages and expenses likely to be incurred by the City as a result of such tardy payment, including but not limited to additional administrative expenses. The College and the City agree that the amount of damages likely to be incurred by the City as a result of such tardy payment is incapable of being precisely determined or is difficult to precisely ascertain and that five percent (5.0%) of such tardy amount bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable damages likely to be incurred by the City as a result of a tardy payment. In addition to such liquidated damages, any Rent or other fee, charge, or payment due and payable under this Lease by the College to the City that is not paid within thirty (30) days after its due date shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is less, from the 31<sup>st</sup> day after the due date until the paid in full. Nothing contained in this Section shall constitute or be deemed to be a waiver of any other right available to the City in the event of a default in the College's payment of any Rent, fees, or charges under this Lease which continues for a period of fifteen (15) calendar days or more from the date when such payment is due to City.

**Section 5.06 PAYMENTS**

The payment of all rental, fees, and charges that become due and payable by the College shall be made to the City of Pensacola without the City invoicing the College. Payments shall be mailed or delivered to the Office of the Airport Director, Pensacola International Airport, 2430 Airport Boulevard, Suite 225, Pensacola, Florida 32504 unless the City notifies the College otherwise in writing.

Notwithstanding the foregoing, in the event that the College objects, in good faith, to a portion of any invoice presented by the City, the College shall within ten (10) days of its due date notify the City of its objection to a portion of the amount due (disputed amount). The College must pay the undisputed portion of the invoice in a timely manner or interest shall accrue on the late payment of the undisputed amount.

With regard to the disputed amount of any invoice, the parties shall have period of thirty (30) days to work together, in good faith, to resolve issues or concerns for the disputed amount of invoice. If the parties are not able to resolve any disagreement within said period of time, the matter shall be subject to the provisions of Section 23.34 hereof. If the College has objected, in good faith, within ten (10) days of the due date as outlined above, no interest shall accrue on the late payment.

**Section 5.07 OTHER RENTS, FEES AND CHARGES**

Notwithstanding any contrary provision in this Lease, the City reserves the right to charge, in addition to Rent and other fees and charges under this Lease, such fees and charges for miscellaneous items and services, including, but not limited to current and future taxes, fees, assessments, and parking charges for areas other than the Leased Premises that are assessed by the City in connection with the ordinary use of Airport facilities, provided that such fees and charges shall be equally applicable to all similarly situated parties.

END OF ARTICLE



ARTICLE 6. INTENTIONALLY LEFT BLANK

END OF ARTICLE

## ARTICLE 7. INSURANCE AND INDEMNIFICATION

### Section 7.01 **REQUIRED INSURANCE**

Prior to the Effective Date, the College shall procure and maintain insurance of the types and to the limits specified herein, all of which shall be in full force and effect as of the Effective Date.

As used in this Article of the Lease, “the City” is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents.

The College and the City understand and agree that the minimum limits of insurance herein required may become inadequate during the term of this Lease. The College agrees that it will increase such coverage to commercially reasonable levels required by the City within ninety (90) days following the receipt of written notice from the Airport Director.

The College shall be self-insured through the Florida College System Risk Management Consortium, or its successor organization, or in the alternative, the College may procure insurance from an insurer whose business reputation, financial stability, and claims payment reputation are satisfactory to the City in its good faith discretion, for the City's protection only. Unless otherwise agreed, the amounts, form, and type of insurance shall conform to the following minimum requirements:

| <b>Insurance Requirements</b> |                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                       |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Type</b>                   |                                                                                                                                                                                                                                                                                                                                                                          |  | <b>Amount</b>                                                                                                                         |
| (1)                           | Worker's Compensation and Employer's Liability                                                                                                                                                                                                                                                                                                                           |  | As required by Chapter 440, Florida Statutes                                                                                          |
| (2)                           | General Liability Policy to include coverage for the following:                                                                                                                                                                                                                                                                                                          |  | Limits equal to or greater than amounts set forth under Section 768.28, Florida Statutes.                                             |
|                               | (A) Premises Operations                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                       |
|                               | (B) Independent Contractors                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                       |
|                               | (C) Products/Completed Operations                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                       |
|                               | (D) Personal Injury                                                                                                                                                                                                                                                                                                                                                      |  |                                                                                                                                       |
|                               | (E) Contractual Liability                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                       |
|                               | (F) Damage to Leased Premises                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                       |
| (3)                           | Property Insurance including flood insurance for physical damage to the property of the College, including improvements and betterments to the Leased Premises                                                                                                                                                                                                           |  | Coverage for replacement value of property. City to be named as an additional insured and/or loss payee as its interest may appear.   |
| (4)                           | Property Insurance for physical damage to the Facilities, including improvements and betterments to the Leased Premises, resulting from fire, theft, vandalism, windstorm, flood (if and to the extent any of the Facilities are located in a federally designated special flood hazard area), and other risks commonly insured against for similar airport improvements |  | Coverage for replacement value of Facilities. City to be named as an additional insured and/or loss payee as its interest may appear. |
| (5)                           | Automobile Liability (any automobile)                                                                                                                                                                                                                                                                                                                                    |  | Limits equal to or greater than amounts set forth under Section 768.28, Florida Statutes.                                             |
| (6)                           | Intentionally left blank.                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                       |
| (7)                           | Intentionally left blank.                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                       |
| (8)                           | Intentionally left blank.                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                       |
| (9)                           | Environmental Liability Coverage for pollution events, onsite and offsite cleanup, and transporting or handling hazardous materials or regulated substances                                                                                                                                                                                                              |  | \$1,000,000 per occurrence, with an annual aggregate not less than \$2,000,000                                                        |
| (10)                          | Intentionally left blank.                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                       |
|                               |                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                       |

If any material change occurs in the College's activities on the Leased Premises (for example, without limitation, if the Leased Premises acquire access to the airfield, if any aircraft capable of taxi operations is kept on the Leased Premises, if a fuel storage tank or bowser is kept on the Leased Premises, if any product is sold from the Leased Premises, or if aircraft owned by a third party is serviced on the Leased Premises) the College shall give prompt written notice thereof to

the City, and in any such event the City reserves the right to require additional insurance coverages necessitated by such change(s).

## **Section 7.02 POLICIES AND CERTIFICATES OF INSURANCE; DEDUCTIBLES**

All insurance policies required by this Lease to be furnished by the College shall be endorsed to provide that the insurance carrier shall give the City written notice at least thirty (30) days in advance of any cancellation, nonrenewal, adverse change, or restriction in coverage.

Each policy of property insurance required by this Lease to be furnished by the College shall be endorsed to name the City as an Additional Insured and/or Loss Payee, as its interest may appear.

Prior to the date that College takes possession of any part of the Leased Premises, and thereafter within five (5) days after the City's written requests from time to time, but no more than once annually, the College shall furnish true and complete copies of all of the College's insurance policies, forms, endorsements, jackets, and other items forming a part of, or relating to, all policies of insurance carried or required by this Lease to be carried by the College with respect to the Leased Premises.

Prior to the date that College takes possession of any part of the Leased Premises, and thereafter within five (5) days after the City's written requests from time to time, the College shall furnish Certificates of Insurance evidencing the insurance carried or required by this Lease to be carried by the College with respect to the Leased Premises. Certificates shall be provided on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25 with respect to liability insurance or an ACORD 28 with respect to property insurance. The City shall be named on each certificate of property insurance as an Additional Insured and/or Loss Payee, as its interest may appear. In addition, this Lease and the Leased Premises shall be separately listed on each Certificate. Any wording on a Certificate that would make notification to the City of cancellation, adverse change, or restriction in coverage an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. In addition, upon any change in any insurance policy coverage or endorsement, the Company shall also deliver to the City revised Certificates of Insurance.

The College shall replace any cancelled, adversely changed, restricted, or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance regarding 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 College shall, upon instructions from the City, cease all operations under the Lease 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. An additional copy of the Certificate shall be sent to Pensacola International Airport, Attn: Manager of Properties, 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504.

All deductibles shall be subject to the prior written approval of the City, such approval not to be unreasonably withheld, conditioned, or delayed.

**Section 7.03 INSURANCE OF THE COLLEGE PRIMARY**

The College's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the College's coverage. The College's policies of coverage will be considered primary as relates to all provisions of the Lease. Notwithstanding the primary coverage responsibility of the College, the College shall protect the indirect and direct interests of the City by at all times promptly complying with all terms and conditions of its insurance policies, including without limitation timely and complete notification of claims. All written notices of claims made to carriers that relate to the use, damage, impairment, or condition of the Leased Premises shall be copied to the City's Department of Risk Management at the following address: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy shall be sent to Pensacola International Airport, Attn: Manager of Properties, 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504.

**Section 7.04 LOSS CONTROL AND SAFETY**

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

**Section 7.05 ACCEPTABILITY OF INSURERS**

The College shall be self-insured through the Florida College System Risk Management Consortium, or its successor organization, or in the alternative, the College may procure insurance from insurers that have a current A.M. Best rating of no less than A- and minimum financial size of VII.

**Section 7.06 HOLD HARMLESS**

The College, for itself and its successors and assigns, shall, and does hereby covenant and agree to, FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS to the extent allowed and within the limits of liability set forth in the limited waiver of sovereign immunity in section 768.28, Florida Statutes, the City and its elected officials, employees, officers, directors, volunteers, and representatives, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, arbitration awards, regulatory actions, administrative actions, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal or bodily injury, death, environmental remediation and damage, and property damage, made upon or suffered or incurred by the City directly or indirectly arising out of, resulting from, or related to any breach or default by the College under this Lease or the activities, acts or omissions of the College, its successors or assigns under this Lease or at or within the Airport, or arising or occurring in, on, under or about the Leased Premises, including, but not limited to, any acts or omissions of the College, its successors or assigns, including any of its or their respective agents, officers, directors, representatives, employees, consultants, guests, invitees, contractors or subcontractors, and their respective officers, agents, employees, directors, and representatives. The indemnity provided for in this Section shall not apply to any liability resulting from

negligence of the City, its officers, or employees in instances where such negligence causes personal injury, death, or property damage. Notwithstanding the foregoing, nothing in this agreement shall be deemed to be a waiver of sovereign immunity beyond the limited waiver in section 768.28, Florida Statutes.

Subject to the preceding paragraph, the College shall fully and forever release, hold harmless, defend, and indemnify the City from all such costs, including, but not limited to, legal fees and expert fees. The City shall, upon notice thereof, transmit to the College every demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein. The indemnity provided for in this paragraph shall not apply to any liability resulting from negligence of the City, its officers, or employees in instances where such negligence causes personal injury, death, or property damage. Further, the indemnity provided for in this paragraph shall not be deemed to be a waiver of sovereign immunity beyond the limited waiver in Section 768.28, Florida Statutes.

Nothing in this Section shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against the City or the College. This Section shall in no way be construed as a waiver, in whole or in part, of the City's or the College's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

#### **Section 7.07 NON-LIABILITY OF THE PARTIES**

The City shall not, in any event, be liable to the College or to any other person or entity for any acts or omissions of the College, its successors, assigns or sublessees or for any condition resulting from the operations or activities of any such person or entity.

Without limiting the generality of the foregoing, the City shall not be liable for the College's failure to perform any of the College's obligations under this Lease or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by the City.

The College shall not, in any event, be liable to the City or to any other person or entity for any acts or omissions of the City, its successors, or assigns or for any condition resulting from the operations or activities of any such person or entity.

Without limiting the generality of the foregoing, the College shall not be liable for the City's failure to perform any of the City's obligations under this Lease or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by the College.

#### **Section 7.08 INTENTIONALLY LEFT BLANK.**

#### **Section 7.09 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.**

Any other provision of this Lease to the contrary notwithstanding, in no event shall the City or the College be liable to the other or to any other person for any special, consequential, exemplary or punitive damages by reason of any breach or default by the City or the College, as the case may be, under this Lease, including without limitation any loss of income or other loss

or damages suffered by the City or the College arising from the interruption or cessation of the business conducted by the City at the Airport or conducted by the College under this Lease; provided, however, that the damages set forth in Section 20.02 shall not be considered special or consequential damages.

**Section 7.10 NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing in this Article or elsewhere in this Lease shall be deemed a change or modification in any manner whatsoever of the method, conditions, limitations, or restrictions of preserving, asserting, or enforcing any claim or legal liability against the City or the College. Nothing in this Article or elsewhere in this Lease shall in any way be construed as a waiver, in whole or in part, of the City's or the College's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

END OF ARTICLE

## ARTICLE 8. CITY'S RIGHT TO INSPECT FACILITIES

### Section 8.01 INSPECTION OF FACILITIES AND IMPROVEMENTS

The City reserves the right to enter the Leased Premises during normal business hours with prior notice to the College unless in the event of an emergency, for the purpose of inspecting same or verifying that Environmental Laws, Rules and Regulations, fire, safety, and sanitation regulations, and other applicable laws, rules and regulations, as well as the provisions contained in this Lease, are being adhered to by the College. During its presence in the Leased Premises, the City shall make reasonable efforts to avoid undue interference with the College's operations. Provided that the College receives prior notice of the City's entry into the Leased Premises, the College shall use its best efforts to guide, direct, and inform the City's representative of conditions, situations, or actions that could or might result in loss, injury or damages.

END OF ARTICLE



## ARTICLE 9. ACCEPTANCE AND CONDITION OF LEASED PREMISES

THE COLLEGE HAS INSPECTED AND EXAMINED ALL OF THE LEASED PREMISES. THE PARTIES AGREE THAT THIS LEASE IS GRANTED BY THE CITY, AT THE COLLEGE'S REQUEST, AND THAT THE LEASED PREMISES ARE HEREBY ACCEPTED BY THE COLLEGE IN THEIR "AS IS" CONDITION.

THE COLLEGE HEREBY ACKNOWLEDGES AND AGREES THAT THE CITY LEASES THE LEASED PREMISES TO THE COLLEGE, AND THE COLLEGE ACCEPTS THE LEASED PREMISES FROM THE CITY, "AS IS, WHERE IS AND WITH ALL FAULTS" WITHOUT ANY REPRESENTATION OR WARRANTY BY THE CITY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OF ANY KIND WHATSOEVER. THE COLLEGE ACKNOWLEDGES THAT THE CITY HAS MADE NO REPRESENTATIONS OR WARRANTIES RELATING TO THE SUITABILITY OF THE LEASED PREMISES OR ANY PORTION THEREOF FOR ANY PARTICULAR USE OR PURPOSE (INCLUDING WITHOUT LIMITATION THE AUTHORIZED, PERMITTED AND REQUIRED USES SET FORTH IN ARTICLE 4 ABOVE) AND THAT THE CITY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR, MAINTAIN, RENOVATE OR OTHERWISE INCUR ANY COST OR EXPENSE WITH RESPECT TO THE LEASED PREMISES OR ANY PORTION THEREOF EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CITY SHALL NOT BE LIABLE FOR ANY LATENT OR PATENT DEFECTS IN THE LEASED PREMISES OR ANY PART THEREOF, AND THE CITY SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO THE COLLEGE FOR ANY LOSS, DAMAGE OR EXPENSE INCURRED BY THE COLLEGE OCCASIONED BY THE CONDITION OR CHARACTERISTICS OF THE LEASED PREMISES OR ANY PART THEREOF. FURTHER, THE CITY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE CONDITION OF THE LEASED PREMISES AND ALL PORTIONS THEREOF, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, HABITABILITY, AND TENANTABILITY.

THE COLLEGE'S TAKING POSSESSION OF THE LEASED PREMISES SHALL BE CONCLUSIVE EVIDENCE OF THE COLLEGE'S ACCEPTANCE THEREOF IN AN "AS IS" CONDITION AND THAT THE COLLEGE DEEMS THE LEASED PREMISES SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE BEING LEASED.

THE COLLEGE AGREES THAT NO REPRESENTATIONS REGARDING THE CONDITION OF THE LEASED PREMISES AND NO PROMISES TO IMPROVE THE SAME, EITHER BEFORE OR AFTER THE EXECUTION HEREOF, HAVE BEEN MADE BY THE CITY OR ITS AGENTS TO THE COLLEGE.

END OF ARTICLE

## ARTICLE 10. CONSTRUCTION BY THE COLLEGE

### Section 10.01 REQUIREMENTS APPLICABLE TO ALL FACILITIES

The College shall not construct, remove, demolish, alter, remodel, or renovate any improvements on the Leased Premises (including without limitation, construction of any Facilities, demolition of any improvements, exterior as well as interior renovations or alterations, and repair or replacement of any roof or structural component), without the prior written approval of the City, which approval may not to be unreasonably withheld, conditioned or delayed; provided that the City hereby approves the construction of the Initial Facilities subject to the College's compliance with the other provisions of this Article.

In the event that the College desires to construct any improvements on the Leased Premises, including without limitation the Initial Improvements, or to remove, demolish, alter, remodel, or renovate any Facilities on the Leased Premises, prior to applying to the City for any permits for such work, the College shall submit to the Airport Director all information as the Airport Director may request, which may include without limitation plans and specifications for such work prepared by Florida-registered architects and engineers and a time schedule for the design and performance of such work, setting forth the work that the College desires to implement in such reasonable detail as may be required by the Airport Director, and, if the College proposes to remove, demolish, alter, remodel, or renovate any Facilities, a completed Facilities Change Request in the form and substance required by the Airport from time to time.

The Airport Director agrees to examine and approve or disapprove plans and specifications and the time schedule submitted in accordance with the provisions above within thirty (30) days after receipt thereof, with such approval not to be unreasonably withheld, conditioned or delayed, and to give the College written notification of same. The Airport Director's failure to give his or her written approval within such time period shall be deemed an approval by the Airport Director. Any changes or alterations to such plans and specifications or time schedule after approval by the Airport Director shall be submitted for the Airport Director's review and approval as provided herein.

Such plans and specifications are not approved by the City or the Airport Director pursuant to this Section for sufficiency or architectural or engineering design or for compliance with applicable laws or codes, and the City, acting through the Airport Director, by approving such plans and specifications, assumes no liability or responsibility hereof or for defect in any structure or improvement constructed according to such plans and specifications.

Further, prior to the initiation of any work approved by the Airport Director, the College shall procure any and all additional approvals of the plans and specifications for such work required by any federal, State of Florida, water management district, county or municipal authorities (including without limitation the City), agencies, officers, and departments having jurisdiction thereof, and shall obtain any and all requisite building and construction licenses, permits, and approvals. For the avoidance of doubt, any approval by the City or the Airport Directors required by this Lease shall be in addition to, and not as substitutes for, the licenses, permits, and approvals required by the City's codes and ordinances. The College shall be solely responsible

for obtaining and paying the costs of obtaining all required licenses, permits and approvals for such work.

#### **Section 10.02 CONSTRUCTION REQUIREMENTS APPLICABLE TO ALL FACILITIES**

Immediately upon receipt of the City's written approval of the proposed plans, specifications, and construction time schedule, the College shall proceed diligently and continuously to acquire all approvals of the plans and specifications for such work required by any federal, State of Florida, water management district, county or municipal authorities (including without limitation the City), agencies, officers, and departments having jurisdiction thereof, and shall obtain any and all requisite building and construction licenses, permits, and approvals. Upon issuance of all such required permits and approvals, the College shall proceed with the approved construction, removal, demolition, alteration, remodeling, or renovation, as the case may be, and shall diligently and continuously prosecute such work until final completion.

The College shall perform all construction, removal, demolition, alteration, remodeling, and renovation of improvements on the Leased Premises at its sole cost and expense. Although the City has the right not to approve the plans and specifications submitted by the College, if the City does approve the plans and specifications, and the College thereafter constructs, removes, demolishes, alters, remodels, or renovates any improvements on the Leased Premises, such work shall be deemed to have been commissioned and performed at the College's sole initiative and behest, and nothing herein shall be construed as a request by the City to the College to perform such work or as an agreement by the City to be responsible for paying for all or any portion of such work.

All work on or with respect to the Leased Premises or any improvements to be constructed, removed, demolished, altered, remodeled, or renovated thereon shall be performed only by appropriately licensed contractors and professionals and shall comply with applicable building code requirements and with applicable regulations promulgated by any federal, State of Florida, water management district, county, or municipal agency or department having jurisdiction thereof. Further, all such work shall be performed in a good and workmanlike manner with high quality, new materials and in accordance with the plans and specifications approved by the City.

Prior to commencement of any work on the Leased Premises having a total cost (both hard and soft costs, as estimated by the City) of Fifty Thousand and No/100 Dollars (\$50,000.00) or more, the College shall provide to the City payment and performance bonds obtained by each contractor of the College ensuring performance of that contractor's obligations under the construction contract between that contractor and the College and payment of that contractor's subcontractors and suppliers with respect to the work on the Leased Premises. Each of the bonds must (i) be issued by a Qualified Surety (hereinafter defined), (ii) be in form and substance satisfactory to the City, (iii) run in favor of the City as an obligee or a co-obligee with the College, (iv) be in the amount of the total cost of constructing, altering, renovating, remodeling, removing, or demolishing, as the case may be, any improvements on the Leased Premises as approved by the City, as such cost is stipulated in the contract for such work between the College and its contractor, and (v) conform to the provisions of Section 255.05, Florida Statutes, whether or not such statute applies to such work, and any other statutory

requirements as determined by the City Attorney. A “Qualified Surety” is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Florida and possessing a rating of A/VIII or better in A.M. Best’s Insurance Reports.

The College shall reimburse the City for all costs and expenses, including attorney's fees, that the City incurs:

1. as a result of the fact that the improvements, or alterations do not comply with applicable federal, state or local statutes, laws, codes, ordinances, ordinances, rules, and regulations;
2. in defending against, settling, or satisfying any claims that the City is responsible for paying for improvements commissioned by the College hereunder; or
3. in defending against, settling, or satisfying any mechanic's lien claims, asserted as a result of unpaid for improvements commissioned by the College hereunder.

Should the College construct improvements, alterations, or additions without fulfilling its obligations hereunder, the College shall remove said improvements, alterations, or additions if so directed by the City, and shall do so at its own expense and within the time limits specified by the City.

The City shall, at any period during construction of the College's improvements, alterations, or additions, have the right to inspect any or all construction work, workmanship, material and installation involved in, or incidental to, the construction or installation of the improvements, alterations, or additions, for conformance with the applicable standards set forth in this Lease, provided that such inspection shall not include internal work that is exclusively of an operations (non-structural) nature, and provided further that no such inspections shall be deemed to constitute consent to or approval of any such work.

Upon completion of construction of each renovation, construction, alteration, or improvement to the Leased Premises, a conformed set of "as built" plans and specifications, certified by the appropriate design professional(s) and a final, unconditional certificate of occupancy, if required by generally applicable City ordinances or codes, shall be provided by the College to the Airport Director.

#### **Section 10.03 ADDITIONAL REQUIREMENTS APPLICABLE TO THE INITIAL FACILITIES**

The College, at its sole cost and expense, shall construct the Initial Facilities in substantial accordance with the plans and specifications approved in writing by the City prior to the issuance of any building or site development permit, such approval not to be unreasonably withheld, conditioned, or delayed. No later than the Substantial Completion Deadline, the College shall (1) Substantially Complete the Initial Facilities and (2) expend not less than Twelve Million Dollars (\$12,000,000) (including unpaid “retainage” which may not be paid prior to the Substantial Completion Deadline) (the “Required Expenditure”) for the Direct Costs (hereinafter defined) of the Initial Facilities. Within ninety (90) days after the Substantial Completion Deadline, the College shall deliver to the City a written accounting of all such Direct Costs in such detail as the

City shall reasonably request. It is expressly understood and agreed that the making of the Required Expenditure by the College is a material and substantial consideration to the City for the length of the Lease Term.

In the event that the College fails to Substantially Complete the Initial Improvements on or before the Substantial Completion Deadline, the City shall have the right, but not the obligation, to terminate this Lease upon not less than thirty (30) days written notice of termination.

Immediately upon final completion of the Initial Facilities, the College shall submit to the City detailed, certified statements from the College, the construction contractor(s), the architect(s), and the engineer(s), respectively, collectively specifying the total direct costs of the Initial Facilities, including both (1) hard costs, including without limitation building contractor fees, costs of the work, and general conditions costs, and (2) soft costs including without limitation design costs and fees, financing costs, builder's risk insurance costs, bond costs, and attorneys' fees, but excluding debt service (collectively, the "Direct Costs").

College, at its sole cost and expense, shall construct (as part of the Initial Facilities) an access road connecting the main part of the Leased Premises to Langley Avenue in the approximate location shown in light blue coloring on Exhibit "A" hereto. Such access road shall be designed and constructed in accordance with all applicable requirements and specifications (including but not limited to location, setback requirements, width, and construction materials) of all governmental authorities and agencies having jurisdiction with respect thereto.

END OF ARTICLE

## ARTICLE 11. LIENS PROHIBITED

No person or entity performing or providing labor, work, services or materials to or upon the Leased Premises by, through, or at the request of the College shall be entitled to claim or assert any lien against the Leased Premises or any portion thereof. The College shall not suffer or permit any construction or other liens, statutory or otherwise, to be filed against the fee of the Leased Premises, or against the College's leasehold interest in the Land, Facilities, buildings, or improvements thereon, by reason of any work, labor, services or materials supplied, or claimed to have been supplied, to the College or to anyone holding the Leased Premises, or any part thereof, by, through, or under the College.

If any such construction or other lien shall be recorded against the Leased Premises or any portion thereof, the College shall immediately cause the same to be removed or bonded against in accordance with applicable law.

END OF ARTICLE

## ARTICLE 12. MAINTENANCE AND REPAIR; UTILITIES

### Section 12.01 **TRIPLE NET LEASE**

This Lease constitutes a triple net lease of the Leased Premises and, notwithstanding any language herein to the contrary, it is intended and the College expressly covenants and agrees that all Rent and other payments herein required to be paid by the College to the City shall be absolutely net payments to the City, meaning that during the Lease Term the City is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the use, occupancy, operation, maintenance, preservation, repair, restoration, protection or insuring of the Leased Premises, or any part thereof.

### Section 12.02 **COLLEGE RESPONSIBILITIES**

Notwithstanding the provisions of any previous lease of any of the Leased Premises or any previous course of dealing, course of performance, or understanding between the City and the College, the College shall, throughout the Lease Term of this Lease, keep and maintain the Leased Premises and all Facilities and improvements thereon in good and clean condition and repair at the College's sole cost and expense; provided that the standard for compliance with this Section shall be all State of Florida standards and requirements applicable to the College and the Facilities in effect from time to time, including without limitation the Florida Board of Education State Requirements for Educational Facilities as amended from time to time (collectively, the "State Standards"). The College shall remedy all deficient conditions, if any, in the Facilities noted in any audit or condition report related to State Standards within the time period required by such audit or report, not to exceed ninety (90) days from the College's receipt of such audit or report. Additionally, without limiting the foregoing, the College shall at its sole cost and expense:

- (a) At all times perform commercially reasonably routine maintenance and preventive maintenance of the Leased Premises, the Facilities, and all buildings and improvements on the Leased Premises and all components thereof recommended by any State of Florida agency having jurisdiction of the College and the Facilities or which are necessary in order to maintain compliance with State Standards;
- (b) Replace or substitute any fixtures, equipment and components that are included in the Facility in compliance with the State Standards;
- (c) At all times keep the Leased Premises' grounds, pavement, and exterior of the Leased Premises, its buildings and improvements, fixtures, landscaping, equipment, and personal property in compliance with the State Standards;
- (d) Provide, and maintain in good working order, all obstruction lights and similar devices, fire protection and safety equipment, and all other equipment of every kind and nature required by applicable State Standards, laws, rules, orders, ordinances, resolutions, or regulations of any competent authority, including the City and the Airport Director, provided that such rules, regulations, and ordinances shall be applicable in a non-discriminatory manner to all similarly situated parties;

(e) Observe all insurance regulations and requirements of the College's insurance provider or providers concerning the use and condition of the Leased Premises for the purpose of reducing fire hazards and increasing the safety of the College's operations on the Airport;

(f) Repair any damage to paving or other surfaces of the Leased Premises or the Airport caused by the College, its employees, agents, students, sublessees, licensees, contractors, suppliers, guests, or invitees as the result of any oil, gasoline, grease, lubricants, flammable liquids, or substances having a corrosive or detrimental effect thereon or as the result of any cause whatsoever;

(g) Comply with the Airport's Storm Water Pollution Prevention Plan and Spill Prevention, Control, and Countermeasure Plan and take measures to prevent erosion, including, but not limited to, the planting and replanting of grass on all unpaved or undeveloped portions of the Leased Premises; the planting, maintaining, and replanting of any landscaped areas; the designing and constructing of improvements on the Leased Premises; and the preservation of as many trees as possible, consistent with the College's construction and operations;

(h) Be responsible for the maintenance and repair of all utility services lines upon and serving the Leased Premises, including, but not limited to, water and gas lines, electrical power and telephone conduits and lines, sanitary sewers, and storm sewers;

(i) Keep and maintain all vehicles and equipment operated on the Airport by the College in safe condition, good repair, and insured, as required by this Lease;

(j) Replace broken or cracked plate glass, paint/repaint structures upon the Leased Premises in compliance with State Standards, and, where applicable, mow the grass, and keep landscaped areas weeded; and

(k) Provide and use suitable covered metal receptacles for all garbage, trash, and other refuse; assure that boxes, cartons, barrels, or similar items are not piled in an unsightly, unsafe manner on or about the Leased Premises; provide a complete and proper arrangement, satisfactory to the Airport Director, for the adequate sanitary handling and disposal away from the Airport, of all trash, garbage, and refuse resulting from operation of the College's business.

### **Section 12.03 SAFE, CLEAN AND ORDERLY OPERATION**

During the Lease Term, the College agrees to maintain all portions of the Leased Premises, and all Facilities and improvements thereon, in a safe, clean, and neat condition in accordance with State Standards, and not permit any accumulation of wreckage, debris, or trash. The College agrees to provide for complete, proper and adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, waste, and other refuse caused as a result of the College's operations; to provide and use suitable covered metal receptacles, to be approved by the Airport Director, for all trash, garbage and other refuse on or about the Leased Premises, and not to pile boxes, cartons, carts, drums, or the like on the outside of the buildings, or dump any waste matter of any nature, in a liquid state or otherwise, on the Leased Premises nor to permit contamination of the City's sewers or the Airport's drainage control reservoir.



The College agrees to promptly install, without cost or expense to the City, any other device or devices for the handling and disposition of refuse and all manner of waste (liquid or otherwise) as may reasonably be required by the City or the Airport Director from time to time of all Airport tenants, including the College.

#### **Section 12.04 CONDITION SURVEYS**

The City's Airport Properties Manager, together with a representative of the College may, at the City's option, inspect the Leased Premises and all Facilities and improvements thereon from time to time to observe and note their condition, cleanliness, and existing damage. Neither the City's inspection of the Leased Premises and/or Facilities and improvements nor the City's failure to inspect the Leased Premises and/or Facilities and improvements shall relieve the College of any of its obligations under this Lease or applicable law.

#### **Section 12.05 CITY'S PERFORMANCE OF COLLEGE'S MAINTENANCE REQUIREMENTS**

Should the College fail to comply with the terms and conditions of this Article within a period of thirty (30) days following written notice of such failure (which notice shall be given after the expiration of cure period provided in Section 12.02 above), or for those items that cannot be reasonably cured within such thirty-day period, the College undertakes to cure and diligently pursues such cure, the City reserves the right to take any action to cure said failure. Should the City take action to cure failures, the College shall pay to the City an amount equal to the City's actual cost for such actions which actual costs shall include, but are not limited to, payments for time expended by City employees at such employees' respective compensation levels then in effect as determined in good faith by the City. Said payment is Additional Rent and is to be made by the 10th day of the following month in addition to any other payments.

#### **Section 12.06 ANNUAL MAINTENANCE AND REPAIR REPORT**

Within thirty (30) days after the College' receipt of each annual audit or condition report by a State of Florida agency with jurisdiction of the College or by the College's insurance provider, the College shall provide to the City an accurate and complete copy of such audit or condition report. Neither the City's failure to object to any part of any audit or condition report provided by the College under this Section, nor the City's failure to provide any suggested maintenance and repair program or to suggest any particular item of maintenance or repair, nor the City's failure to insist that the College adhere to any maintenance or repair program suggested by the City, nor any other act or omission by the City, shall relieve the College of any of its obligations under this Lease or applicable law.

#### **Section 12.07 UTILITIES**

The College shall, at no cost to the City, arrange for all utilities necessary to serve the Leased Premises and Facilities and promptly pay when due all the utilities costs incurred with respect to the Leased Premises and Facilities. The College shall pay or cause to be paid, prior to delinquency, any and all charges for water, heat, gas, electricity, sewer, telephone, and any and all other utilities used on the Leased Premises or Facilities throughout the Lease Term, including,

but not limited to, any connection fees and any and all additional third party costs related to utility connection, metering, maintenance, repair, and usage.

The College shall be responsible for the maintenance and repair of all exterior telephone, water, gas, sewer, and electrical utility lines required for the Leased Premises or the Facilities commencing at the point(s) where said utilities enter upon the Leased Premises. The City shall have no obligations related to said maintenance and repair. The College shall coordinate any required maintenance and repair with the appropriate utility provider and the office of the Airport Director.

The City reserves to itself the right, at its expense, to install, maintain, repair, replace, or remove and replace water and sewer pipes, electrical lines, gas pipes, and any other utilities or services located on the Leased Premises as necessary or appropriate, in the City's judgment, to make such utilities available to the City or other tenants or users at the Airport, along with the right to enter the Leased Premises and/or Facilities at all reasonable times in order to accomplish the foregoing, provided, however, that (i) the City shall take reasonable precautions to avoid the disruption of the College's authorized activities; (ii) the alteration and additions after installation do not lessen the utilities previously available to the College; (iii) the City and/or the ultimate user of such utilities will be responsible to repair and maintain such utilities; and (iv) such utilities will be separately metered for different users.

Throughout the Lease Term, the College shall not render any utility lines inaccessible.

#### **Section 12.08 UTILITIES SUPPLY OR CHARACTER**

The City shall not be liable in any way to the College for any failure or defect in the supply or character of electrical energy, gas, water, sewer, or other utility service furnished to the Leased Premises or the Facilities by reason of any requirement, act, or omission of the City in its capacity as a utility provider or of any public utility providing such service or for any other reason. The City shall have the right to shut down electrical or other utility services to the Leased Premises when necessitated by safety, repairs, alterations, connections, upgrades, relocations, or reconnections or for any other reason with respect to any such utility system regardless of whether the need for such utility work arises with respect to the Leased Premises, the Facilities, or any other facility at the Airport, without incurring any liability therefor to the College. Whenever possible, the City shall give the College not less than two (2) days' prior notice of any such utility shutdown. The City shall not be liable to the College for any losses, including the loss of income or business interruption, resulting from any interruptions or failure in the supply of any utility to the Leased Premises.

END OF ARTICLE

## ARTICLE 13. TITLE TO IMPROVEMENTS AND PERSONAL PROPERTY

### Section 13.01 TITLE TO IMPROVEMENTS

During the Lease Term, the College is and shall be the sole owner of the Facilities; provided that upon the expiration or earlier termination of this Lease, title to the Facilities shall automatically vest in the City free and clear of all liens, claims, and encumbrances imposed by the College or any person or entity claiming by, through, or under the College, and Lessee shall have no further right, title or interest therein. Title to all other improvements (if any) presently existing on, over, or under the Leased Premises or any part thereof is presently vested in the City, and the City is and shall remain sole owner of all such improvements, if any. Any attempted conveyance, transfer, or assignment by the College of any of the Facilities without the City's prior written consent or of any improvements owned by the City, whether voluntary, involuntary, by operation of law, or otherwise, shall be void and of no effect.

Notwithstanding the foregoing, the City may, in its sole discretion, require the College to remove any or all of the Facilities from the Leased Premises upon the expiration of the Lease Term or earlier termination of this Lease, in which event within ninety (90) days after written notice from the City, the College shall remove such Facilities at the College's sole cost and risk, in compliance with all applicable laws and regulations and, to the degree reasonably possible, shall restore the Leased Premises to the condition that existed on the Effective Date. Further, and in any event, should the College fail to undertake such removal within one hundred twenty (120) days following such notice from the City, the City may undertake such removal and dispose of such Facilities, all at the College's expense, and the College shall promptly reimburse the City upon demand for all removal and disposal costs incurred by the City. The provisions of this Section 13.01 shall survive the expiration or earlier termination of this Lease and shall be fully enforceable by the City against the College notwithstanding the expiration or termination of this Lease.

### Section 13.02 TITLE TO PERSONAL PROPERTY

Except as otherwise provided in this Section 13.02, all trade fixtures and equipment and other business personal property installed or placed by the College, at its sole expense, in the Leased Premises that can be removed without structural damage to the Leased Premises or any other City-owned property shall remain the property of the College, subject, however, to the provisions of this Section 13.02, unless otherwise provided in subsequent agreements between the College and the City. The College shall have the right at any time during the Lease Term and prior to its expiration or earlier termination of this Lease to remove any and all of said property from the Leased Premises provided that at the time of removal there exists no Event of Default hereunder or any event or state of facts which with the giving of notice or lapse of time, or both, would constitute an Event of Default. The College shall promptly repair or pay for all damages, if any, resulting from such removal. All City property damaged by or as a result of removal of the College's property by the College shall promptly be restored at the College's expense to substantially the same condition as, or better condition than, it was prior to such damage.

Notwithstanding the foregoing, any and all property not removed by the College prior to the expiration or earlier termination of this Lease shall become a part of the land upon which it is located, and title thereto shall automatically vest in the City without notice to the College or any action by the City. The City reserves the right to remove and dispose of any or all of such property not removed by the College prior to the expiration or earlier termination of this Lease, without any liability or obligation to the College, and if such removal is accomplished by the City within the 60-day period following expiration or earlier termination of this Lease, as the case may be, such removal by the City shall be at the College's expense, and the College shall reimburse the City for such expenses promptly upon demand. During the time that any such property of the College remains on the Leased Premises and until the expiration of such 60-day period or the removal of such property, whichever first occurs, the College shall continue to pay Rent on that portion of the Leased Premises that the City is not reasonably able to re-let due until such property is removed at the rental rate in effect on the expiration of the Lease Term or earlier termination of this Lease, as the case may be.

The provisions of this Section 13.02 shall survive the expiration or earlier termination of this Lease and shall be fully enforceable by the City against the College notwithstanding the expiration or termination of this Lease.

END OF ARTICLE

## ARTICLE 14. ENVIRONMENTAL COMPLIANCE

### Section 14.01 ENVIRONMENTAL LAWS

The College shall, at all times, abide by all Environmental Laws applicable to, concerning, or arising from the College's actions or inactions resulting directly or indirectly from its occupancy, use, or lease of the Leased Premises, including, without limitation, state and federal laws regulating storm water runoff contamination and pollution prevention, numeric nutrient criteria requirements, state and federal laws regulating soil, water, and groundwater quality, and state and federal laws regulating air quality. At least sixty (60) days prior to the Date of Beneficial Occupancy, the College shall identify in writing to the Airport Director all Hazardous Substances that are or may be used in the course of its occupation of the Leased Premises and the quantities of each such Hazardous Substance. This list shall be updated by College annually at least thirty (30) days prior to the first day of each Lease Year. The City shall have the right to inspect the Leased Premises at any reasonable time to ensure compliance with Environmental Laws and the provisions of this Article 14.

The City, acting through its Airport Director, has the right to limit the types and amounts of Hazardous Substances used and stored on the Leased Premises.

The College shall comply with the Airport's Spill Prevention, Control, and Countermeasure plan and Storm Water Pollution Prevention Plan and all amendments thereto irrespective of whether it has its own Spill Prevention, Control, and Countermeasure plan or Storm Water Pollution Prevention Plan.

The College shall not, directly or indirectly, allow the disposal or discharge of Hazardous Substances on the Leased Premises or other Airport property.

### Section 14.02 BASELINE ENVIRONMENTAL CONDITIONS STUDIES

Prior to each initial occupation of the Leased Premises or any portion thereof by the College or any assignee of this Lease or any sublessee of any portion of the Leased Premises, and immediately following each vacating, abandonment or surrender of the Leased Premises or any portion thereof by the College or any such assignee or sublessee, the City and the College, at the College's sole cost and expense, shall cause to be completed a Baseline Environmental Conditions Study (that will include the elements of a Phase II Environmental Site Assessment) of the Leased Premises or pertinent portion thereof by a licensed professional retained by the City. The College shall pay or reimburse to the City for the cost of each such Baseline Environmental Conditions Study promptly upon demand and shall release, indemnify, defend and hold the City harmless with respect thereto in accordance with Article 7 of this Lease.

The Baseline Environmental Conditions Studies shall be prepared as follows:

#### *(a) OCCUPANCY BY THE COLLEGE*

The City, at the College's sole cost and expense, shall cause a Baseline Environmental Conditions Study of the Leased Premises to be completed by a licensed professional agreed to by both parties within sixty (60) days after the Effective Date. The College shall have fifteen (15) days after receipt

of the completed study to review and comment on the completed study. Completion of the study and final acceptance of the study by the City shall be a condition of precedent to the College's construction of the Initial Facilities on the Leased Premises.

*(b) ASSIGNMENT*

At least sixty (60) days prior to any assignment of this Lease or any portion thereof pursuant to the provisions of Article 19, the College shall notify the City of its intent to assign. The City, at the College's sole cost and expense, shall cause a Baseline Environmental Conditions Study of the Leased Premises (or that portion to be assigned, if it is a partial assignment) to be completed at least thirty (30) days prior to assignment of the Lease. The College shall have fifteen (15) days after receipt of the completed study to review and comment on the completed study. Completion of the study and final acceptance of the study by the City shall be a condition of approval of any assignment. All assignments must contain all of the environmental compliance requirements of this Article 14, shall not permit any further assignment or sublease of this Lease, and shall include a provision stating that the provisions of this Article shall survive the termination of any assignment.

*(c) SUBLEASE*

At least sixty (60) days prior to any sublease of the Leased Premises or any portion thereof pursuant to the provisions of Article 19, the College shall notify the City of its intent to sublet. The City, at the College's sole cost and expense, shall cause a Baseline Environmental Conditions Study of the Leased Premises (or that portion to be subleased, if it is a partial sublease) to be completed at least thirty (30) days prior to any sublease. The College shall have fifteen (15) days to review and comment on the completed study. Completion of the study and final acceptance of the study by the City shall be a condition of approval of any sublease. All subleases must contain all of the environmental compliance requirements of this Article 14, shall not permit any further assignment or sublease of this Lease, and shall include a provision stating that the provisions of this Article shall survive the termination of any sublease.

*(d) VACATING, ABANDONMENT OR SURRENDER*

Within thirty (30) days after notice that the College, an assignee or a sublessee has vacated, abandoned or surrendered the Leased Premises or any portion thereof, the City, at the College's sole cost and expense, shall cause to be completed a Baseline Environmental Conditions Study of the Leased Premises, on that portion of the Leased Premises which has been vacated, abandoned or surrendered. The College or its sublessee or assignee shall have fifteen (15) days to review and comment on the completed study.

**Section 14.03 REMEDIATION OF ENVIRONMENTAL CONDITIONS**

In the event any Baseline Environmental Conditions Study that is conducted following the vacating, abandonment, or surrender of the Leased Premises or any portion thereof by the College, an assignee, or a sublessee identifies an environmental condition that was not identified by the initial Baseline Environmental Conditions Study and that requires assessment or remediation, the City shall perform such assessment or remediation at the College's sole cost and expense, and the College shall pay or reimburse to the City the reasonable cost of such assessment or remediation promptly upon demand and shall release, indemnify, defend, and hold the City harmless in accordance with Article 7 and shall comply with all other terms of this Lease.

**Section 14.04 ENVIRONMENTAL REPORTS**

The College promptly shall provide to the Airport Director, on an ongoing basis and as updates are required, copies of all environmental permits and reports obtained by the College related to the Leased Premises, as well as any notices, orders, decrees, citations, or inspection reports issued by environmental regulatory authorities.

**Section 14.05 SURVIVAL OF OBLIGATIONS**

The obligations of this Article shall survive the expiration, termination, sublease, or assignment of this Lease or the Leased Premises, in whole or in part.

END OF ARTICLE

## ARTICLE 15. SUBORDINATION OF AGREEMENT AND RIGHT OF RECAPTURE

### Section 15.01 SUBORDINATION TO AGREEMENTS WITH THE UNITED STATES

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America regarding use, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the receipt and expenditure of federal funds for development of the Airport. Should the effect of such agreement with the United States be the taking of a material portion of the Leased Premises, or a substantial alteration or destruction of the commercial value of the leasehold interest granted herein, the City shall not be held liable therefor but, in such event, the College, as its sole and exclusive remedy, may cancel this Lease upon one-hundred twenty (120) days' written notice to the City. Notwithstanding the foregoing, the City agrees that, in the event it becomes aware of any such proposed or pending agreement or taking, the City shall give written notice thereof to the College as provided in Section 24.01 below and make reasonable efforts to minimize the adverse consequences to the College.

### Section 15.02 SUBORDINATION TO THE CITY'S BOND RESOLUTION

This Lease shall be subject and subordinate to the provisions of the Bond Resolution.

### Section 15.03 RECAPTURE FOR AIRPORT DEVELOPMENT

The City shall have the right to recapture any or all of the Leased Premises to the extent that such recapture is necessary for the City's development, improvement, or maintenance of the Airport's runways and taxiways, for protection or enhancement of flight operations, or for other development in compliance with any current or future Airport Master Plan. In the event of any such recapture, the College and the City shall execute an amendment to this Lease deleting the recaptured area from the Leased Premises and reflecting a corresponding adjustment to the Rent. If any such recapture terminates the College's right to utilize any improvements or Facilities on the Leased Premises constructed by the College at its own expense, then the City and the College shall determine the payment to the College for the improvements or Facilities retaken using the method set forth in Section 5.01 herein for determining a Fair Market Rent by engaging a Qualified MAI Appraiser to determine the Fair Market Value of the Initial Facilities and all other improvements made to the Leased Premises by the College. If the College disagrees with the Fair Market Value determined by the City, then the provisions of Section 5.04 for a Review Appraisal shall be followed to resolve the disagreement.

END OF ARTICLE



## ARTICLE 16. SECURITY

### Section 16.01 **GENERAL**

The College shall comply with all rules, regulations, statutes, orders, directives or other mandates of the United States, the State of Florida, Escambia County, and the City of Pensacola, including without limitation the Rules and Regulations, as they relate to Airport security requirements. The College understands that the Airport is required to maintain an Airport Security Plan in compliance with Title 49 CFR Part 1542, and the College shall comply with the Airport's security plan as it now exists or as it may be amended in the future and as it applies to the College, the Leased Premises, the Facilities, or the College's operations or activities on the Airport, and shall take such steps as may be necessary or as directed by the City to ensure that employees, agents, contractors, suppliers, guests and invitees observe these requirements.

### Section 16.02 **AIRPORT ACCESS LICENSE/PERMIT**

The City reserves the right to establish a licensing or permit procedure for vehicles requiring access to the Airport Operations Area and to levy directly against the College or its contractors or suppliers a reasonable regulatory or administrative charge (to recover the cost of any such program) for issuance of such Airport access license or permit; provided however, that neither the College, nor its students, employees, contractors, or invitees shall be required to pay any fees or costs for access to, or parking upon, the Leased Premises.

END OF ARTICLE

## ARTICLE 17. EVENTS OF DEFAULT; REMEDIES; TERMINATION

### Section 17.01 COLLEGE EVENTS OF DEFAULT

The occurrence of any one or more of the following events (each such event being referred to in this Lease as an “Event of Default”) shall constitute a material default and breach of this Lease by the College:

- (a) The College fails to make any monetary payment required to be made by the College hereunder, as and when due;
- (b) The College fails to observe or perform any covenant, condition or provision of this Lease to be observed or performed by the College, other than as described in subparagraph (a) above or subparagraphs (c), (d), (e), (f), (g), or (h) below, and such failure shall continue for a period of thirty (30) days after written notice thereof by the City to the College; provided, however, that if the nature of such failure is such that more than thirty (30) days are reasonably required for its remedy or cure, then such 30-day period shall be extended for up to thirty (30) additional days provided that the College begins such remedy or cure within such 30-day period and thereafter diligently and continuously prosecutes such remedy or cure to completion within such additional 30-day period; or
- (c) The College files a voluntary petition in bankruptcy or any petition or answer seeking or acquiescing in any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or an order for relief is entered in an involuntary bankruptcy case filed against the College; or the College seeks or consents to or acquiesces in the appointment of any trustee, custodian, receiver or liquidator of itself or of all or any part of its assets or any interest therein; or the College shall make a general assignment for the benefit of its creditors; or the College commits any act providing grounds for the entry of an order for relief under any chapter of the federal bankruptcy code; or
- (d) A petition or case is filed against the College seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, custodian, receiver or liquidator of the College or of all or any part of its assets or any interest therein, and such petition, case or appointment is not dismissed within sixty (60) days after such filing or appointment; or
- (e) The College fails to maintain the insurance coverages and amounts required by this Lease; or
- (f) The College fails to comply with the Airport’s Spill Prevention, Control, and Countermeasure Plan or Storm Water Pollution Prevention Plan and all amendments thereto; or

(g) The College abandons all or any material part of the A&P School business on the Leased Premises or ceases to conduct all or any material part of the A&P School business at the Leased Premises for one hundred eighty (180) days during any period of three hundred sixty-five (365) consecutive days; or

(h) The College, its assignees, sublessees, contractors or subcontractors, employs or contracts with, for work or services performed on or from the Leased Premises, any unauthorized alien as described by Section 274(e) of the federal Immigration and Nationalization Act.

#### Section 17.02 **REMEDIES.**

Upon the occurrence of any Event of Default, the City may at any time thereafter, with or without notice or demand (except as expressly specified in Section 17.01 above or elsewhere in this Lease), and without limiting the City in the exercise of any right or remedy that the City may have by reason of such Event of Default:

(a) Terminate the College's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate, and the College shall immediately surrender possession of the Leased Premises to the City. In such event the City shall be entitled to recover from the College all damages incurred by the City by reason of the College's default, including but not limited to the cost of recovering possession of the Leased Premises; expenses of re-letting, including necessary renovation and alteration of the Leased Premises, reasonable attorney's fees and any real estate commission actually paid; and the worth at the time of award by the court having jurisdiction thereof of (i) the amount of unpaid Rent and other unpaid amounts under this Lease which had been earned at the time of termination, (ii) the unpaid Rent and other amounts under this Lease which would have been earned after termination until the time of award, and (iii) the amount of unpaid Rent and other amounts under this Lease from the balance of the Lease Term of this Lease. The worth at the time of award of the sums referred to in clauses (i) and (ii) above shall be computed by allowing interest from the due date at the greater of seven percent (7%) per annum or the legal rate applicable to money judgments entered by the courts of the State of Florida. The worth at the time of award of the amount referred to in clause (iii) above shall be computed by discounting such amount at a reasonable discount rate based upon all relevant circumstances existing at the time of the award. In addition, the City shall have a duty to mitigate damages in accordance with applicable law.

(b) Maintain the College's right to possession, in which case this Lease shall continue in effect whether or not the College shall have abandoned the Leased Premises. In such event the City shall be entitled to enforce all of the City's rights and remedies under this Lease, including the right to recover Rent and other amounts as they become due hereunder.

(c) Pursue any other remedy now or hereafter available to the City at law or in equity under the laws or judicial decisions of the State of Florida, including without limitation any right or remedy available to a creditor under the Uniform Commercial Code.

#### Section 17.03 **RIGHTS AND REMEDIES OF THE CITY CUMULATIVE**

All rights and remedies of the City herein created or otherwise existing or arising at law or in equity by reason of any Event of Default are cumulative, and the exercise of one or more rights

or remedies shall not operate to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently, whenever and as often as deemed desirable. Further, failure by the City to take any authorized action upon the occurrence of an Event of Default shall not be construed to be or act as a waiver of said Event of Default or of any subsequent Event of Default. The City's acceptance of Rent or other amounts or payments from the College or any assignee or sublessee of the College for any period or periods after the occurrence of an Event of Default shall not be deemed a waiver of such Event of Default or a waiver of or estoppel to enforce any right or remedy on the part of the City arising or existing by reason of such Event of Default.

END OF ARTICLE

## ARTICLE 18. HOLDING OVER

It is agreed and understood that any holding over by the College with the City's written consent after the termination or expiration of this Lease shall not serve to renew and extend same but shall operate and be construed as a tenancy from month-to-month, subject to all terms and conditions of this Lease, including without limitation all Rent provisions, and that the City may terminate such month-to-month tenancy as of the last day of a calendar month by giving the College written notice of termination at least thirty (30) days prior to such last day of a calendar month.

It is further agreed and understood that any holding over by the College without the City's written consent after the termination or expiration of this Lease shall not serve to renew and extend the same but shall operate and be construed as a tenancy at will, subject to all terms and conditions of this Lease, except that the College shall pay to the City, as monthly Rent during such period of holding over, for such Leased Premises for each month until the College completely vacates the Leased Premises, two hundred percent (200%) of the sum of (i) Rent paid for the last month of the Lease Term, including without limitation applicable taxes and (ii) all other fees and charges required by this Lease or by City ordinance to be paid by the College. The City may terminate such tenancy at will by giving the College at least ten (10) days prior written notice of termination. The College shall be liable to the City for all loss or damage resulting from such holding over without the City's written consent after the termination of this Lease, whether such loss or damage may be contemplated at this time or not. It is expressly agreed that acceptance of Rent by the City, in the event that the College holds over without the City's written consent, shall not serve to grant the College any right to remain in possession beyond the period for which such Rent has been paid nor shall it constitute a waiver by the City of its right to immediate possession thereafter.

END OF ARTICLE

## ARTICLE 19. ASSIGNMENT AND SUBLEASE

### Section 19.01 LEASE ASSIGNMENT

The College shall not assign this Lease, in whole or in part, without first having obtained the City's prior written consent which consent shall not be unreasonably conditioned, delayed, or withheld; provided, however, that this Section is not intended to apply to or prevent the assignment of this Lease, in its entirety only, to any successor entity designated by the State of Florida to continue the College's educational mission for programs of the type conducted on the Leased Premises. Without limiting the foregoing, it is a precondition to the City's review and approval of a requested assignment of this Lease, in whole or in part, that there shall then exist no uncured Event of Default nor any circumstances or state of facts which with notice or the lapse of time, or both, would constitute an Event of Default. For the avoidance of doubt, a revocable license granted by the College in the ordinary course of business shall not be deemed to be a lease assignment or partial lease assignment.

In the event that the College requests permission to assign this Lease, in whole or in part, the request shall be submitted to the Airport Director not less than sixty (60) days prior to the proposed effective date of the assignment requested, and shall be accompanied by a copy of the proposed assignment agreement(s) and of all agreement(s) collateral thereto, together with the following information and any other information requested by the Airport Director: the identity and contact information of the assignee, whether the requested assignment is a full or partial assignment of this Lease, a statement of the entire consideration to be received by the College by reason of such assignment, the type of business to be conducted on the Leased Premises by the assignee, and reasonable financial history and financial information of the Assignee.

### Section 19.02 LEASED PREMISES SUBLEASE

The College shall not sublet the Leased Premises or any part thereof without having first obtained the City's prior written consent, which consent shall not be unreasonably conditioned, delayed, or withheld. Without limiting the generality of the foregoing, it is a precondition to City's review and approval of a proposed sublease of the Leased Premises that there shall then exist no uncured Event of Default nor any event or state of facts that with notice or the lapse of time, or both, would constitute an Event of Default.

In the event that the College requests permission to sublet the Leased Premises in whole or in part, the request shall be submitted to the Airport Director not less than sixty (60) days prior to the proposed effective date of the sublease requested, and shall be accompanied by a copy of the proposed sublease agreement(s) and of all agreement(s) collateral thereto, together with the following information and any other information requested by the Airport Director: the identity and contact information of the sublessee, a description of the part of the Leased Premises to be subleased, a statement of the entire consideration to be received by the College by reason of such sublease (including but not limited to sublease rent and other fees and charges payable by the sublessee), the type of business to be conducted on subleased premises by the sublessee, and

reasonable financial history and financial information of the sublessee. For the avoidance of doubt, a revocable license granted by the College in the ordinary course of business shall not be deemed to be a sublease.

#### **Section 19.03 CONSUMMATION OF ASSIGNMENT OR SUBLEASE**

The City's consent for the assignment or sublease for which the City's consent is required and for which such consent has been given shall be by written instrument, in a form reasonably satisfactory to the Airport Director and the City Attorney and shall be executed by the assignee or sublessee who shall agree, in writing, for the benefit of the City, to be bound by and to perform all the terms, covenants, and conditions of this Lease. Four (4) executed copies of such written instrument shall be delivered to the City. Failure either to obtain the City's prior written consent or to comply with the provisions of this Lease shall serve to prevent any such transfer, assignment, or sublease from becoming effective and shall constitute an Event of Default by the College without requiring any notice of default from the City, notwithstanding any contrary provision in this Lease.

The College agrees and acknowledges that it shall remain fully and primarily liable for all obligations of the lessee under this Lease, notwithstanding any full or partial assignment of this Lease or any sublease of all or any portion of the Leased Premises.

Receipt by the City of Rent or any other payment from an assignee, sublessee, or occupant of the Leased Premises shall not be deemed to constitute the City's consent to any assignment or sublease, a waiver of any covenant in this Lease against assignment and subletting, an acceptance of the assignee, sublessee, or occupant as a tenant, or a release of the College from further observance or performance of the covenants contained in this Lease. No provision of this Lease shall be deemed to have been waived by the City, unless such waiver is in writing, signed by the Airport Director.

By applying for consent to an assignment or sublease, the College agrees to reimburse, and shall reimburse, the City, promptly upon demand, for the City's out-of-pocket costs for consultants, attorneys, and experts to evaluate the request, to advise the City with respect thereto, and to prepare appropriate documents.

END OF ARTICLE

## ARTICLE 20. DAMAGE OR DESTRUCTION OF LEASED PREMISES; TAKING BY EMINENT DOMAIN

### Section 20.01 LEASED PREMISES -- DAMAGE OR DESTRUCTION

If at any time during the continuance of this Lease, the Leased Premises and/or the Facilities shall be so destroyed or so injured by fire or other casualty as to be unfit for full occupancy and use by the College, and such destruction or injury could reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, then the College shall not be entitled to surrender possession of the Leased Premises; provided, however, that the College's obligation to pay Ground Rent shall be equitably reduced to the extent of the diminution in use to the College resulting from such destruction or injury until full use and occupancy is restored to the College. The College shall repair the damage with all reasonable speed at least to the extent of the value and as nearly as possible to the character and quality of the Facilities existing immediately prior to such occurrence.

If the Leased Premises or the Facilities shall be so destroyed or injured by fire or other casualty that such destruction or injury could not reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, either Party shall have the option, upon written notice given to the other Party within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon giving of such notice this Lease shall be terminated as of the date of such destruction or injury. In the event neither Party elects to terminate this Lease in accordance with the foregoing options, the College shall repair the damage with all reasonable speed at least to the extent of the value and as nearly as possible to the character and quality of the Facilities existing immediately prior to such occurrence.

Notwithstanding the foregoing provisions of this Article, in the event of damage or destruction, as aforesaid, such that fifty percent (50%) or more of the total ground floor area of the Facilities is rendered unfit for occupancy and use by the College during the last three (3) years of the Lease Term, then either Party shall have the option, upon written notice given to the other Party within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon the giving of such notice this Lease shall be terminated as of the date of such destruction or injury.

### Section 20.02 TAKING BY EMINENT DOMAIN

In the event that the Leased Premises or any portion thereof shall be taken for public or quasi-public use or condemned under eminent domain, then this Lease shall automatically terminate as to that portion of the Leased Premises that is so taken, and the College shall not be entitled to claim or have paid to the College any compensation or damages for or on account of any loss, injury, damage or taking of any right, interest or estate of the College, and the College hereby relinquishes and assigns to Lessor any rights to such damages; provided, however, that nothing herein contained shall be construed to prevent the College from asserting against the condemnor any separate claim for damages to the College occurring by reason of said condemnation, including without limitation loss or damage to the Facilities, leasehold improvements, personal property, business, fixtures, goodwill, cost of removing fixtures or equipment or loss of future profits.



In the event of any such taking or condemnation referred to in the preceding paragraph, then if and when there is an actual taking, in whole or in part, of physical possession of the Leased Premises which shall render the Leased Premises unfit for the use and occupancy by the College substantially as used and occupied prior to such taking, the College may terminate this Lease in its entirety. The Leased Premises shall be deemed to be unfit for use by the College if the area of the portion thereof remaining after such taking is less than sufficient to accommodate the operations carried on by the College just prior to such taking. If the College elects to terminate this Lease as provided above, it shall give written notice to the City within thirty (30) days after the later of (a) the entry of the final order of court authorizing the taking or appropriation or the date of settlement, as the case may be, or (b) the taking of physical possession by the condemner. In the event there is a partial taking of the Leased Premises, but this Lease is not terminated as herein provided, then this Lease shall continue in full force and effect without abatement or reduction in Rent.

END OF ARTICLE

## ARTICLE 21. FEDERAL, STATE, AND LOCAL REGULATIONS

### Section 21.01 RULES AND REGULATIONS

The Airport Director is charged with administering the provisions of this Lease and is authorized from time to time to promulgate and enforce such Rules and Regulations and policies as the Airport Director deems necessary. All such Rules and Regulations and policies so promulgated shall not be inconsistent with any legally authorized rule or regulation of the FAA, or any other federal or State of Florida agency, which is binding in law on the College, as the same now are or may from time to time be amended or supplemented, nor inconsistent with the reasonable exercise by the College of any right or privilege granted under this Lease.

The College shall not, and the College shall not suffer or permit any of its officers, representatives, agents, students, employees, guests, patrons, contractors, suppliers, licensees, subtenants, guests, or invitees, violate or to cause another person to violate any rule, regulation or policies promulgated by the Airport Director regarding operation of the Airport.

### Section 21.02 COMPLIANCE WITH LAW

The College shall not use the Airport or any part thereof, or knowingly permit the same to be used by any of its officers, representatives, agents, students, employees, guests, patrons, contractors, suppliers, licensees, subtenants, guests, or invitees, for any illegal purposes and shall, at all times during the term of this Lease, comply with all applicable codes, regulations, ordinances, and laws of the City, the State of Florida and the federal government, and of any governmental agencies that have jurisdiction over the Airport. Without limiting the generality of the foregoing, the College shall comply with the United States of America, United States Department of Homeland Security, United States Citizenship and Immigration Services E-Verify in order to implement the legal requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended.

### Section 21.03 COMPLIANCE WITH STATUTES, ORDINANCES, AND REGULATIONS

At all times during the Lease Term, the College shall, in connection with its activities and operations at the Airport:

Comply with and conform to all applicable current and future statutes and ordinances, and regulations promulgated thereunder, of all federal and State of Florida agencies of competent jurisdiction that apply to or affect, either directly or indirectly, the College or the College's operations and activities under this Lease. The College shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101), as may be amended from time to time, and federal regulations promulgated thereunder that may be applicable as a result of activities conducted by the College.

Subject to the prior written approval of the Airport Director, make, at its own expense, all improvements, repairs, and alterations to the Leased Premises and all buildings and improvements thereon and to its equipment and personal property that are required to comply with or conform to any of such statutes, ordinances, or regulations.

Regarding the City, be and remain an independent contractor with respect to all installations, construction, and services performed by or on behalf of the College hereunder.

#### Section 21.04 COMPLIANCE WITH ENVIRONMENTAL LAWS

At all times during the Lease Term, the College shall not cause, permit or allow any Hazardous Substances to be placed, stored, dumped, dispensed, released, discharged deposited, used, transported or located on any portion of the Premises; provided, however, that quantities of such Hazardous Substances may be used or stored by College on the Leased Premises in the ordinary course of business on the condition that such quantities and the use thereof are:

- (a) Identified in the Hazardous Substances listing described in Section 14.01,
- (b) Permitted by or are exempt from applicable governmental regulations, and
- (c) Are transported, stored and utilized in accordance with applicable governmental regulations and the best practices of the College's industry.

To the extent caused by or resulting from the acts of the College, its agents, servants, employees, or contractors, College agrees that it shall, to the extent necessary to bring the Leased Premises into compliance with any and all applicable Environmental Laws regarding Hazardous Substances and clean-up thereof, investigate and promptly (but in any event within the time period permitted by applicable Environmental Laws) clean up Hazardous Substances found in, on, under, around, or within any portion of the Leased Premises and, with respect to such matters as described herein for which College is responsible, to remediate the Leased Premises, and to pay for all reasonable clean-up and remediation costs at no cost to the City. All clean-up and remediation shall be performed to meet pre-existing conditions, and in no instance shall clean-up or remediation or related agreements with state or federal regulators include restrictions placed on the use of the Leased Premises or any part thereof.

College shall perform Environmental Reporting required under this Section as described in Section 14.04.

#### Section 21.05 NONDISCRIMINATION

As a condition of the use and occupancy of the Airport and its facilities, the College shall be subject to the following:

(a) In the event that facilities are constructed, maintained, or otherwise operated in or on the space assigned to the College for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, the College shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, CFR, U.S. DOT, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as such regulations may be amended from time to time.

(b) No person on the grounds of race, color, national origin, sex, sexual orientation, gender identification, physical handicap, religion, or ancestry shall be excluded by the College from

participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities assigned to the College.

(c) In the construction of any improvements on, over, or under the space assigned to the College, and the furnishing of services thereon, no person on the grounds of race, color, national origin, sex, or physical handicap shall be excluded by the College from participating in, denied the benefits of, or otherwise be subject to discrimination.

(d) The College shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, CFR, U.S. DOT, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," and as such regulations may be amended.

(e) The College shall insert the substance of the provisions of the Section 21.05 in any lease, sublease, assignment, agreement, or contract by which the College grants a right or privilege to any person, firm, or corporation to render accommodations or services to the public on the College's Leased Premises.

(f) The College shall fully indemnify, defend, and hold harmless to the extent allowed under section 768.28, Florida Statutes, and without waiving its sovereign immunity beyond the limited waiver in said statute, the City, its elected representatives, officers, agents, volunteers, and employees from and against all penalties, fines, demands, fees, costs and expenses of any kind (including, but not limited to, costs of investigation, attorney fees, court costs, and expert fees) arising out of any act or omission of the College, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under the College's direction and control, resulting in alleged violations of any rule, regulation, statute, order, directive or other mandate of the United States, the State of Florida, Escambia County or the City of Pensacola, including without limitation the Rules and Regulations and Title 49 CFR Part 1542, "Airport Security," and any successor regulations related to Airport security. If the City incurs any such fines, penalties, fees, costs or expenses imposed by Federal, state, county, or municipal authorities as a result of the acts or omissions of the College, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then the College shall promptly upon demand pay or reimburse the City, as Additional Rent, for all such costs and expenses.

#### **Section 21.06 BREACH OF NONDISCRIMINATION**

In the event of a breach of any of the nondiscrimination covenants set forth above, the City will have the right to terminate this Lease and the College's right to use Airport services and facilities and to re-enter and repossess the space and the Facilities thereon that had been assigned to the College and hold the same as if such assignment had never been made. This provision regarding termination of the College's rights to use Airport services and facilities shall not become effective until the procedures of Title 49, CFR, Part 21 are followed and completed, including the expiration of appeal rights, by either the College or the City.

#### **Section 21.07 FAIR AND EQUAL FURNISHING OF SERVICES**

As a condition of the use of Airport services and facilities, the College shall furnish its accommodations or services on a fair, equal, and not unjustly discriminatory basis to all users

thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. In the event of noncompliance with this section, the City may terminate this Lease and the College's right to use Airport services and facilities.

#### **Section 21.08 AFFIRMATIVE ACTION PROGRAM**

As a condition of the use of Airport services and facilities, the College shall implement an affirmative action program as required by FAA regulations, Title 14, CFR, Part 152, Subpart E, "Nondiscrimination in Airport Aid Program," or as otherwise approved by the FAA, to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identification, or physical handicap, be excluded from participating in any employment activities covered in such Subpart E. The College shall not exclude any person on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. The College shall require that its covered suborganizations provide assurances to the College that they similarly will implement affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14, CFR, Part 152, Subpart E to the same effect.

#### **Section 21.09 MINORITY BUSINESS ENTERPRISE**

As a condition of its use of Airport services and facilities, the College shall comply with the requirements of Title 49, CFR, Part 23, "Participation by Minority Business Enterprise in Department of Transportation Programs" as this Part 23 may be amended from time to time.

#### **Section 21.10 RIGHTS OF THE FEDERAL GOVERNMENT**

Any use of Airport services and facilities by the College shall be subject to whatever right the U.S. government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

#### **Section 21.11 SUBORDINATION OF LEASE**

This Lease and the use of Airport services and facilities by the College, pursuant to this Lease, are subordinated to the City's existing and future obligations or agreements with or to the federal government, provided that the City agrees to attempt in good faith to minimize, to the extent reasonable, the adverse consequences to the College under said future obligations and agreements.

#### **Section 21.12 LICENSES AND PERMITS**

##### *(a) LOCAL BUSINESS LICENSES AND PERMITS*

The College shall obtain in a timely manner and thereafter maintain during the Lease Term all business licenses, permits and other approvals required by the City, Escambia County, Florida, to operate an A&P School on the Leased Premises.

##### *(b) OTHER LICENSES AND PERMITS*

The College shall obtain and maintain in force all licenses, permits and other certificates required

by federal, state, county, or municipal authorities for its operation under the terms of this Lease.

**Section 21.13 NONEXCLUSIVE RIGHTS**

Notwithstanding anything contained in this Lease that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted to the College under this Lease are non-exclusive, and the City herein reserves the right to grant similar privileges to another operator or other operators on the Airport, including but not limited to the privilege to operate an A&P School. It is further understood and agreed that nothing herein contained shall be construed to grant the College any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the terms and provisions hereof, the College shall have the right to exclusive possession of the Leased Premises subject to the other terms and conditions of this Lease.

END OF ARTICLE

## ARTICLE 22. TAXES

### Section 22.01 **PAYMENT OF TAXES**

The College shall pay all taxes that may be levied upon, assessed, or charged the College or its property located on the Airport by the United States, the State of Florida, any of their respective political subdivisions, Escambia County, or the City, and shall obtain and pay for all licenses and permits required by law. The City acknowledges that the College, as a political subdivision of the State of Florida, is a government entity engaged in an educational mission, and as such is exempt from most taxes including real property taxes and sales and use taxes, and that the College has provided, or shall provide upon City's request, its tax exemption certificate to the City. In the event that the City is assessed any tax on any portion of the Lease Premises or the College's operations thereon, the City will promptly notify the College of such assessment, and allow the College an opportunity to contest the same in the manner set forth in Section 22.04 below.

### Section 22.02 **REAL PROPERTY TAXES**

The College shall be responsible for all real property taxes, if any, applicable to the Leased Premises during the Lease Term. If any such taxes paid by the College shall cover any period of time prior to or after the expiration of the Lease Term, the College's share of such taxes shall be equitably prorated to cover only the period of time within the tax year during which this Lease shall be in effect, and the City shall reimburse the College to the extent required. If the College shall fail to pay any such taxes, the City shall have the right, but not the obligation, to pay the same, in which case the College shall repay such amount to the City with the College's next Ground Rent installment, together with interest at the highest rate allowed by law.

### Section 22.03 **DEFINITION**

As used herein the term "real property tax" shall mean all ad valorem and non-ad valorem taxes and assessments (including interest and penalties thereon) which are imposed against any legal or equitable interest of the City or the College in the Leased Premises or any portion thereof by the City, Escambia County, or the State of Florida, or by any school, agricultural, lighting, fire, mosquito control, water, drainage or other improvement, benefits, or tax district thereof, and which are collected by the Escambia County, Florida, Tax Collector, including without limitation stormwater fees or assessments levied by the City, together with any tax imposed in substitution, partially or totally, of any tax previously included within the definition of "real property tax" and any additional tax the nature of which was previously included within the definition of "real property tax".

### Section 22.04 **CONTEST**

The College may contest the legal validity or amount of any taxes, assessment, or charges for which the College is responsible under this Lease and may institute such proceedings as the College considers necessary. If the College protests any such tax, assessment or charge, the College may (i) pay into an escrow account under an escrow arrangement satisfactory to the City or (ii) pay under protest, but in either event the College shall indemnify and hold the City and the Leased Premises harmless from and against any claim or lien against the City or the Leased Premises arising out of the College's failure to pay the contested taxes, assessments, or charges.

**Section 22.05 PERSONAL PROPERTY TAXES**

The College shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of the College contained in the Leased Premises. When possible, the College shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the Leased Premises. If any of the College's said personal property shall be assessed with the Leased Premises, the College shall pay the taxes attributable to the College within thirty (30) days prior to the delinquency date for payment of such taxes.

**Section 22.06 SALES TAX**

The College shall pay to the City all sales and use tax imposed by Florida Statutes Section 212.031 and any future amendments thereto, or other applicable Florida law in effect from time to time, on the Rent due under this Lease and on any other payments required by this Lease to be made by the College to or for the benefit of the City which is taxable as rent under applicable Florida law. Such sales or use tax shall be due and payable concurrently with the payment of the rents or other payment with respect to which such tax is required to be paid. The City acknowledges that the College, as a political subdivision of the State of Florida, is a government entity engaged in an educational mission, and as such is exempt from most taxes including real property taxes and sales and use taxes, and that the College has provided, or shall provide upon City's request, its tax exemption certificate to the City.

END OF ARTICLE



## ARTICLE 23. ENCUMBRANCE OF LEASEHOLD ESTATE AND NOTICE TO MORTGAGEES

With the prior written consent of the City, the College may, at any time or from time to time during the term of this Lease, encumber by mortgage, collateral assignment, or other security instrument the College's leasehold estate in the Leased Premises.

Any lender on the security of the College's leasehold estate in the Leased Premises ("Lender") shall have the right at any time during the term of this Lease:

1. To do any act or thing required of the College hereunder, and all such acts or things done and performed shall be as effective to prevent a forfeiture of the College's rights hereunder as if done by the College; and
2. To realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or other remedy afforded in law or in equity or by the security documents (hereinafter sometimes collectively referred to as "foreclosure sale") or to acquire by deed-in-lieu, and to transfer, convey, or assign the title of the College to the leasehold estate created hereby to any purchaser at any such foreclosure sale or transfer from Lender if Lender acquires by a deed-in-lieu, and to acquire and succeed to the interest of College hereunder by virtue of any such foreclosure sale or deed-in-lieu.

Notwithstanding anything to the contrary provided for in this Article, or elsewhere in this Lease, the rights of the City, in the event of a default by the College under this Lease, may not be exercised until written notice of such default is delivered to any Lender whose name and address have previously been provided in writing by the College to the City, or to the person or firm designated in any such writing to accept such notices. It is agreed that such Lender shall have the right to cure any such default within thirty (30) days from receipt of said notice with respect to any default that can be cured by the payment of money, or within thirty (30) days from receipt of said notice with respect to any other covenant or condition or term of this Lease; and, if such default is of such nature that it cannot be remedied within said time, then such Lender shall have such additional time as is reasonably necessary to cure such default but not in excess of a total of ninety (90) days, provided that it commences the curing of such default within said thirty (30) day period, and thereafter diligently continues the curing of the same.

No such Lender shall be required at any time to subordinate its mortgage to other mortgages or security instruments nor shall such Lender be liable to the City as an assignee of this Lease unless and until such time as such Lender shall acquire the rights of the College hereunder through foreclosure or other appropriate proceedings in the nature thereof, or by deed-in-lieu or as a result of any other action or remedy provided for by such mortgage, or which may otherwise be provided by law.

No modification or voluntary surrender by the College of this Lease shall be made without the consent of any Lender on the security of the leasehold estate when such Lender requests such authority to consent.

The City agrees to provide an estoppel certificate upon request of Lender acknowledging that (and noting any exceptions) this Lease is in full force and effect; that there are no defaults that exist under the Lease; that the Rent is current; and such other matters as Lender may reasonably require.

Notwithstanding the foregoing, the Lender selected by College and the ultimate successor to College under the Lease (including but not limited to a transferee or assignee from the Lender of the leasehold estate created under this Lease), in the event of foreclosure, deed-in-lieu or otherwise, are subject to the prior written approvals of the City. Said approvals shall not be unreasonably denied, conditioned, or delayed.

END OF ARTICLE

## ARTICLE 24. SUBSTITUTION OF PREMISES; BUYOUT OF IMPROVEMENTS

### Section 24.01 SUBSTITUTION OF PREMISES

The College understands and agrees that the City shall have the right to take all or any portion of the Leased Premises, and any additions, alterations, or improvements thereon, in the event that the City, in its sole discretion, determines that all or said portion of the Leased Premises, and improvements thereon, are required for other Airport purposes. If such action is taken, the City may terminate this Lease with respect to all or said portion of the Leased Premises, as the case may be, by giving written notice of such termination to the College, or the City may, in its sole discretion, substitute in a reasonable time using reasonable diligence comparable areas within the Airport, brought to the same level of improvement to the area taken. The City shall give the College not less than two (2) years' prior written notice of a termination or substitution under this Article 24 and of a taking, substantial alteration or destruction, or recapture under Article 15 above, unless the termination, substitution, taking, substantial alteration or destruction, or recapture, as the case may be, is due to exigent circumstances beyond the reasonable control of the City, including but not limited to national security, war, national emergency, or order of the FAA or federal government.

If the City elects to provide substitute premises, the City shall bear all expenses of bringing the substituted area to the same level of improvement as the area taken, and of moving the College's improvements, equipment, furniture and fixtures to the substituted area. If any of the College's improvements, equipment, furniture, or fixtures cannot be relocated, the City shall replace, at its own expense, such non-relocatable improvements and other property with comparable property in the substituted area, and the City shall be deemed the owner of the non-relocated improvements and other property, free and clear of all claims of any interest or title therein by the College, or any mortgagee or other third party.

It is the specific intent of this Article that College be placed, to the extent possible, in the same position it would have been had the City not substituted new premises for the Leased Premises, provided, however, that the City shall not be obligated to reimburse the College for lost profits or revenues due to such substitution.

### Section 24.02 BUYOUT OF IMPROVEMENTS

In the event of any cancellation or termination of all or a portion of the Leased Premises prior to the expiration or earlier termination of this Lease, for which there is no Substitution of Premises under Section 24.01 above, the College is entitled to compensation as follows:

The City and the College shall determine the payment to the College for the Facilities retaken using the method set forth in Section 5.01 herein for determining a Fair Market Rent by engaging a Qualified MAI Appraiser to determine the Fair Market Value of the Initial Facilities and all other improvements made to the Leased Premises by the College. If the College disagrees with

the Fair Market Value determined by the City, then the provisions of Section 5.04 for a Review Appraisal shall be followed to resolve the disagreement.

END OF ARTICLE

## ARTICLE 25. AIRPORT DEVELOPMENT RIGHTS

Subject to the provisions of Article 24 concerning Substitution of Premises Rights above, the City reserves the right to further develop or improve all areas within the Airport, including landing areas, as the City may determine, in its sole discretion, to be in the best interests of the Airport, regardless of the desires or views of the College, and without interference or hindrance from the College.

Except as may be required by this Lease or any other agreement between the parties, the City reserves the right, but shall not be obligated to the College, to keep and repair all areas, including landing areas, of the Airport.

END OF ARTICLE

## ARTICLE 26. GENERAL PROVISIONS

### Section 26.01 **ACKNOWLEDGMENT**

The Parties hereto acknowledge that they have thoroughly read this Lease, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of their rights and obligations hereunder. The Parties further acknowledge that this Lease is the result of extensive negotiations between the Parties and shall not be interpreted against the City by reason of the preparation of this Lease by the City.

### Section 26.02 **AUTHORITY OF THE AIRPORT DIRECTOR**

The Airport Director or his designee may exercise all rights and obligations of the City under this Lease, unless specifically provided otherwise or required by law.

### Section 26.03 **CAPACITY TO EXECUTE**

The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting hereunder.

### Section 26.04 **COMPLIANCE WITH TITLE 14, CFR PART 77**

The College agrees to comply with the notification and review requirements covered in Title 14, CFR, Part 77, "Objects Affecting Navigable Airspace," with respect to the construction of the Initial facilities, as well as any future Facilities, on the Leased Premises, or in the event of any modification or alteration of any building, structure, or improvement now or hereafter situated on the Leased Premises. Further, the College shall conduct its operations within the Leased Premises in compliance with Title 14, CFR, Part 77.

### Section 26.05 **DELIVERY OF NOTICES**

Any notices required in this Lease shall be in writing and served personally or sent by registered or certified U. S. mail, postage prepaid, or by reputable courier service, such as Fed Ex or UPS. Any notices mailed via the United States Postal Service pursuant to this Section shall be deemed to have been delivered and received by the addressee five (5) business days after deposit of said notice in the mail.

Notices to the City shall be addressed to:

Airport Director  
City of Pensacola  
Pensacola International Airport  
2430 Airport Boulevard, Suite 225  
Pensacola, Florida 32504

with copy to:

City Administrator  
City of Pensacola  
222 W. Main Street  
Pensacola, Florida 32502

Notices to the College shall be addressed to:

Pensacola State College  
1000 College Boulevard  
Pensacola, Florida 32504  
Attention: President

with copy to:

Pensacola State College  
1000 College Boulevard  
Pensacola, Florida 32504  
Attention: General Counsel

The parties may from time to time designate, in writing, changes to the addresses stated.

#### **Section 26.06 EMPLOYEES OF THE COLLEGE**

The College shall require all of its employees, subcontractors, and independent contractors hired by the College and working in view of the public to wear clean and neat attire and to display appropriate identification. College employees shall obtain identification badges from the City. The College shall be responsible for paying the cost of TSA-required employee background checks and badging.

#### **Section 26.07 ENTIRE AGREEMENT**

This Lease constitutes the entire agreement between the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the City and the College, and all prior agreements and understandings, written as well as oral, are hereby superseded. The College agrees that no representations or grants of rights or privileges shall be binding upon the City unless expressed in writing in this Lease.

#### **Section 26.08 ESTOPPEL AGREEMENTS**

By applying for estoppel agreements with respect to the status of this Lease, the College agrees to reimburse the City for its out-of-pocket costs for consultants, attorneys, and experts to evaluate the request, to advise the City with respect thereto and to prepare appropriate documents.

#### **Section 26.09 FORCE MAJEURE**

Neither the City nor the College shall be deemed to be in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control; provided, however, that these circumstances shall not excuse the College from making, as and when due, any monetary payment required under this Lease or by the Rules and Regulations, including but not limited to Ground Rent, Additional Rent, airport rentals, fees, and charges, Taxes under Article 22, and insurance premiums.

#### **Section 26.10 GENDER**

Words of either gender used in this Lease shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

#### **Section 26.11 GENERAL INTERPRETATION**

Insofar as this Lease grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Airport by the College, such use or the doing of such act or thing by the College is to be in connection with the operation of an A&P School. Each of the Parties, however, has entered into this Lease solely for its own benefit; and (without limiting the right of either Party to maintain suits, actions, or other proceedings because of breaches of this Lease) this Lease does not grant to any third person (excepting a successor party to the City or the College) a right to claim damages or bring any suit, action, or other proceeding against either the City or the College because of any breach hereof.

#### **Section 26.12 GOVERNING LAW**

The laws of the State of Florida shall govern this Lease and all disputes arising hereunder, with venue in Escambia County, Florida.

#### **Section 26.13 HEADINGS**

The headings of the articles and sections of this Lease are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Lease and shall not be construed to affect in any manner the terms and provisions of this Lease or its interpretation.

#### **Section 26.14 INCORPORATION OF EXHIBITS**

All exhibits referred to in this Lease are intended to be and hereby are specifically incorporated and made a part of this Lease.

#### **Section 26.15 INCORPORATION OF REQUIRED PROVISIONS**



The Parties hereto incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or agency.

**Section 26.16 INVALID PROVISIONS**

In the event that any covenant, condition, or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided that the invalidity of any such covenant, condition, or provision does not materially prejudice either the City or the College in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this Lease.

**Section 26.17 LAWS AND ORDINANCES**

The College agrees to comply promptly with all laws, ordinances, orders, and regulations affecting the Leased Premises, including, but not limited to, those related to its cleanliness, safety, operation, use, and business operations. The College shall comply with all federal and State of Florida regulations concerning its operation on the Airport and shall indemnify and hold harmless the City, its officers, and employees from any charges, fines, or penalties that may be assessed or levied by any department or agency of the United States or the State of Florida, by reason of the College's failure to comply with the terms of this section or with any other terms set forth in this Lease.

**Section 26.18 NONLIABILITY OF INDIVIDUALS**

No director, officer, agent, elected official, or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Lease or because of any breach hereof or because of its or their execution or attempted execution.

**Section 26.19 NONINTERFERENCE WITH AIRPORT OPERATIONS**

The College, by executing this Lease, expressly agrees for itself, its successors, and assigns that it will not make use of its Leased Premises in any manner that might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the City reserves the right to enter the College's Leased Premises and cause the abatement of such interference or hazard at the expense of the College.

**Section 26.20 NOTICE OR CONSENT**

Any notice or consent required herein to be obtained from or given by the City (or the Airport Director) may be given by the Airport Director unless otherwise provided. Consent of the College when required herein shall not be unreasonably withheld, delayed, or conditioned.

**Section 26.21 NONWAIVER**

The acceptance of rentals, fees, and charges by the City for any period or periods after a default of any of the terms, covenants, and conditions contained herein to be performed, kept, and observed by the College shall not be deemed a waiver of any right on the part of the City to terminate this Lease.

**Section 26.22 OTHER LEASED PREMISES AND BUILDINGS EXCLUDED**

It is agreed and understood that this Lease and any exhibit hereto is not intended to provide for the lease of any building, land, space, or area or to set any rental rates for any building, land, space, or area other than that specifically described herein.

**Section 26.23 VENDING MACHINE**

No amusement or vending machines or other machines operated by coins or tokens shall be installed or maintained in or upon the Leased Premises, or any improvements or additions thereon, except with the permission of the City, and the number, type, kind and locations thereof shall be solely in the discretion of the City. The College shall not permit the installation of any such machines, except by a concessionaire authorized by the City.

**Section 26.24 PATENTS AND TRADEMARKS**

The College represents that it is the owner of, or fully authorized to use, any and all services, processes, machines, articles, marks, names, or slogans used by it in its operations under, or in connection with, this Lease. The College shall indemnify, defend and hold harmless the City, its elected officials, employees, volunteers, representatives and agents from and against any loss, liability, damage, expense, suit, or claim for damages in connection with any actual or alleged infringement of any patent, trademark, or copyright, or from any claim of unfair competition or other similar claim, arising out of the College's operations under or in connection with this Lease.

**Section 26.25 PUBLIC RECORDS LAWS**

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by the City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. The College shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to the College. Notwithstanding any contrary provision in this Lease, any failure by the College to comply with the Florida Public Records Law, if and to the extent that it is applicable to the College, that continues for seven (7) days after written notice from the City shall constitute an Event of Default by the College.

**Section 26.26 RESERVATIONS RE: AIRSPACE AND NOISE**

The City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as maybe inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

The City reserves the right to establish permissible noise levels for the Airport environs area and hours of material noise generating activities.

#### **Section 26.27 RIGHT TO AUDIT BOOKS AND RECORDS**

The College agrees to keep true and accurate books and records on its operations at the Airport, and the Airport Director and any other authorized City representative, upon reasonable advance written notice to the College, shall have the right to inspect and audit such books and records to ensure compliance with this Lease and the prevailing municipal bond disclosure requirements and to determine that the City has received from the College and its customers all moneys due the City under the terms hereof.

These books and records shall be stored in Pensacola, Florida, for a period of at least five (5) years following the end of each annual period to which they pertain and shall be made available to the City upon request.

If, as a result of such an audit, it is established that College has understated amounts payable to the City by two percent (2%) or more College shall pay the full cost of the audit and shall pay the full amount underpaid, plus one and one-half percent (1.5%) interest per month on said underpayment from the time said underpayment should have been paid to the time said underpayment is fully paid. The cost of the audit and the payment of the underpaid amount, plus interest, shall be paid by College to the City within thirty (30) days of receipt of written notice.

#### **Section 26.28 REMEDIES TO BE NONEXCLUSIVE**

All remedies provided in this Lease shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the City at law or in equity (to the extent not inconsistent with the express provisions hereof) and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

#### **Section 26.29 RIGHTS RESERVED TO THE CITY**

Nothing contained in this Lease shall impair the right of the City to exercise its governmental and legislative functions. This Lease is made subject to the Constitution and laws of the State of Florida and to the provisions of the Airport Improvement Program grants applicable to the Airport and its operation.

#### **Section 26.30 SIGNS**

The installation and operation of identifying signs, posters, and graphics on the Leased Premises are subject to the prior written approval of the Airport Director. Such signs shall be substantially uniform in size, type, and location with those of other tenants, and consistent with the City's graphics standards and the Airport Rules and Regulations, and in compliance with all applicable

laws and ordinances. The signs are for the purpose of assigning Airport users with wayfinding. Signs that constitute advertising are prohibited and will not be approved.

Sign(s) and location(s) may be changed and altered from time to time with the written approval of the Airport Director, said approval not to be unreasonably denied or delayed. The College, upon written request from the City, shall remove, at the College's expense, all lettering and signs so erected on the Leased Premises at the expiration of the Lease Term or earlier termination of this Lease.

#### **Section 26.31 SUCCESSORS AND ASSIGNS**

The provisions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided, however, that this provision shall in no way whatsoever alter the restriction herein regarding assignment and sublease by the College.

#### **Section 26.32 NO AUTOMATIC RENEWALS**

This Lease contains no automatic renewals of the Lease Term.

#### **Section 26.33 TRIAL BY JURY**

**THE PARTIES TO THIS LEASE DESIRE TO AVOID THE ADDITIONAL TIME AND EXPENSE RELATED TO A JURY TRIAL OF ANY DISPUTES ARISING HEREUNDER. THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AND FOR THEIR SUCCESSORS, HEIRS AND PERMITTED ASSIGNS, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, OR THIRD-PARTY CLAIM, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS OF INJURY OR DAMAGES, BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE AND/OR THE RELATIONSHIP WHICH ARISES HEREUNDER. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS WAIVER IS KNOWINGLY, FREELY, AND VOLUNTARILY GIVEN, IS DESIRED BY ALL PARTIES, AND IS IN THE BEST INTEREST OF ALL PARTIES.**

#### **Section 26.34 NO PARTNERSHIP**

Nothing in this agreement constitutes a partnership or joint venture between the Parties. It is the express intention of the Parties to deny any such relationship.

#### **Section 26.35 THIRD PARTIES**

Nothing in this Lease, express or implied, is intended to or shall confer upon any person, other than the Parties and their respective permitted successors and assigns, any right, benefit or remedy of any nature whatsoever under or by reason of this Lease.

#### **Section 26.36 TIME IS OF THE ESSENCE**

Time is of the essence of this Lease.

#### **Section 26.37 MEMORANDUM OF LEASE.**

Concurrently with the execution of this Lease, the Parties shall execute a mutually agreeable short-form memorandum of this Lease. The City shall cause such memorandum to be recorded in the public records of Escambia County, Florida.

**Section 26.38 REPRESENTATIONS AND WARRANTIES OF CITY AND COLLEGE.**

City hereby represents and warrants to the College that as of the Effective Date:

- a. The City is the fee simple owner and record title holder of the Leased Premises;
- b. The City has the full right and authority to make, execute and perform this Lease and grant the rights contained herein to the College;

The College hereby represents and warrants to the City that as of the Effective Date:

- a. The College has the full right, power and authority to make, execute and perform this Lease.
- b. This Lease is binding upon and enforceable against the College in accordance with its terms.

**Section 26.39 ATTORNEY'S FEES AND ENFORCEMENT COSTS.**

In the event that any Party to this Lease fails to comply with and abide by any of the stipulations, agreements, covenants, and conditions of this Lease, such Party shall pay all and singular the reasonable costs, charges, and expenses of collection and enforcement of this Lease, including without limitation reasonable attorneys' fees (including without limitation those in connection with any appeal or bankruptcy or insolvency proceeding and the reasonable value of legal services performed by a party's in-house attorneys) reasonably incurred or paid at any time by the other Party to enforce this Lease or to collect any sums due and owing under this Lease, whether or not a lawsuit or other formal enforcement proceeding is instituted.

END OF ARTICLE

IN WITNESS WHEREOF, the undersigned have duly executed this Lease as of the dates set forth below.

CITY:

CITY OF PENSACOLA

COLLEGE:

THE DISTRICT BOARD OF TRUSTEES OF  
PENSACOLA STATE COLLEGE, FLORIDA

By: \_\_\_\_\_

D.C. Reeve, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Ericka Burnett, City Clerk

AFFIX CITY SEAL

Approved as to Content:

By:

\_\_\_\_\_  
Matthew F. Coughlin, Airport Director

Approved as to Form

By:

\_\_\_\_\_  
Adam C. Cobb, City Attorney

By:

\_\_\_\_\_  
Print Name: Gordon Sprague

\_\_\_\_\_  
Title: Board Chair

Date: 10/31/2024

Attest:

\_\_\_\_\_  
Print Name: C. Edward Mendows

\_\_\_\_\_  
Title: President

AFFIX PENSACOLA STATE  
COLLEGE SEAL

Approved as to Form:

By:

\_\_\_\_\_  
Thomas J. Gilliam, Jr., General Counsel  
Pensacola State College

**EXHIBIT A –DESCRIPTION OF LEASED PREMISES**



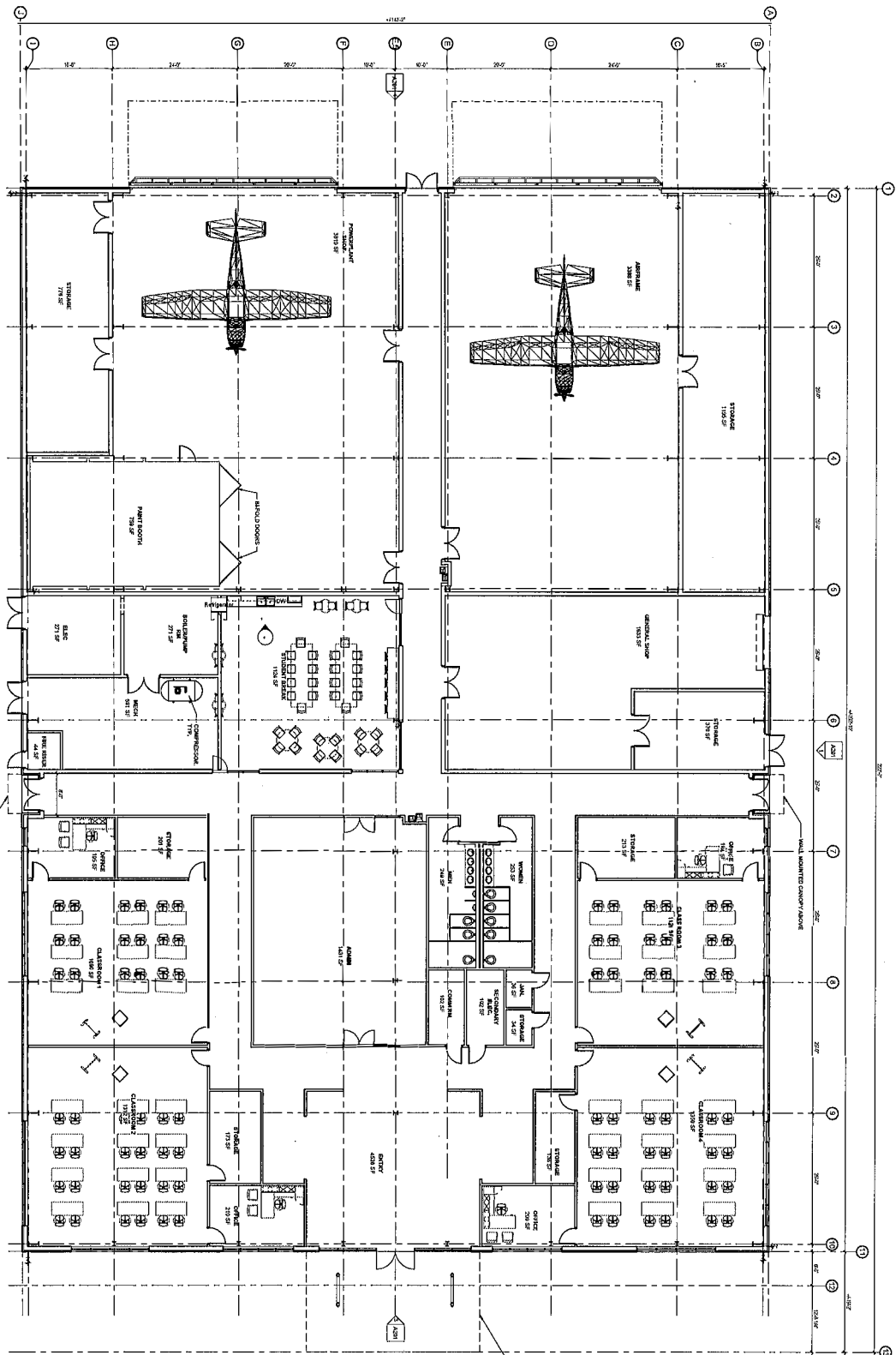


**EXHIBIT B- CONCEPT PLANS OF INITIAL FACILITIES**

ARCHITECT'S OFFICE  
124107

# 1 OVERALL FLOOR PLAN - FIRST FLOOR

1/8" = 1'-0"



1/8" = 1'-0"  
SCALE: 1/8" = 1'-0"

## PSC AIRFRAME MAINTENANCE TRAINING

PENSACOLA STATE COLLEGE  
PENSACOLA, FL

| NO. | DESCRIPTION  | DATE       |
|-----|--------------|------------|
| 1   | DESIGN PHASE | 08/03/2012 |
| 2   | CONSTRUCTION | 09/03/2012 |

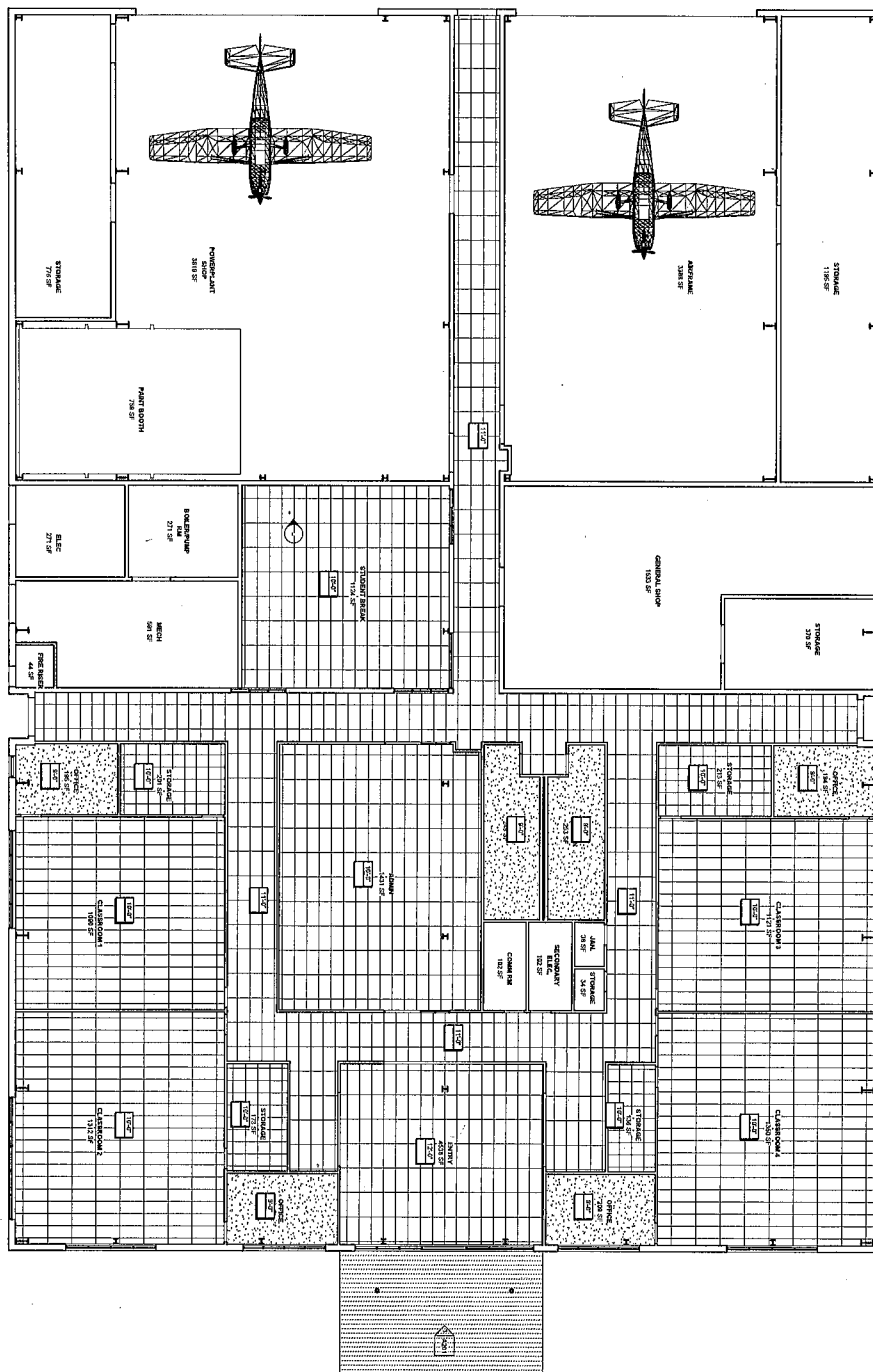
OVERALL FLOOR PLAN -  
FIRST FLOOR

A101

NOT FOR  
CONSTRUCTION

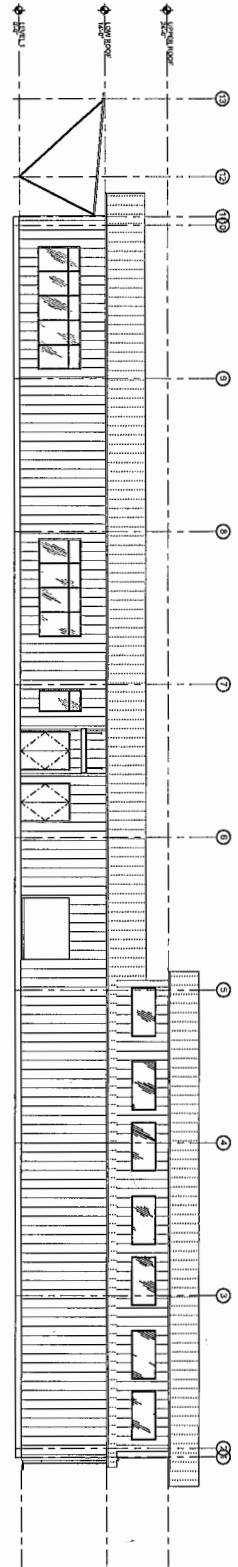


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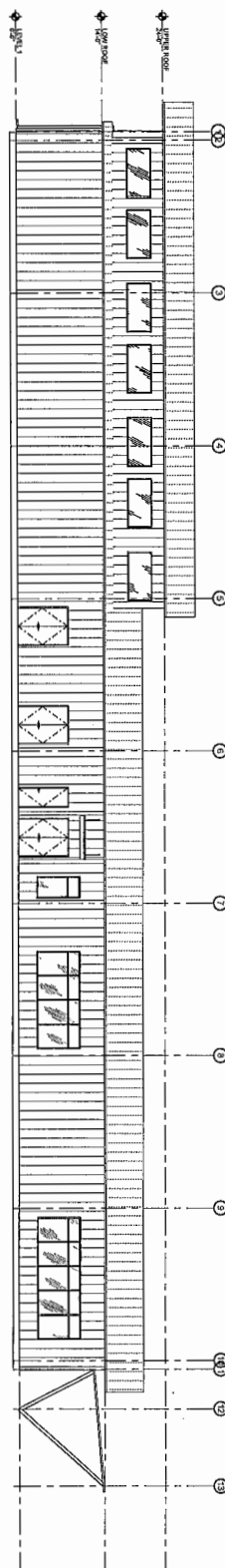


## Page 132 of 1152

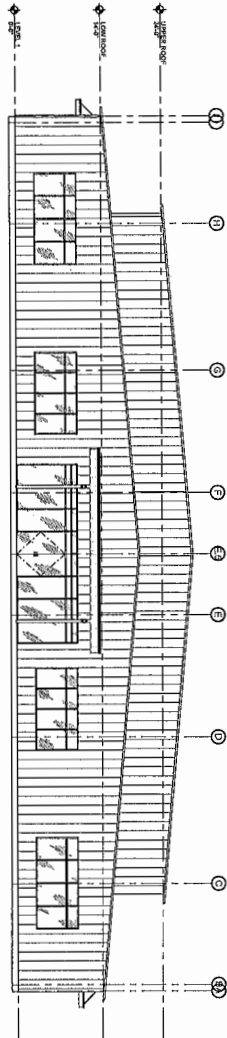
1 NORTH ELEVATION  
1/8" = 1'-0"



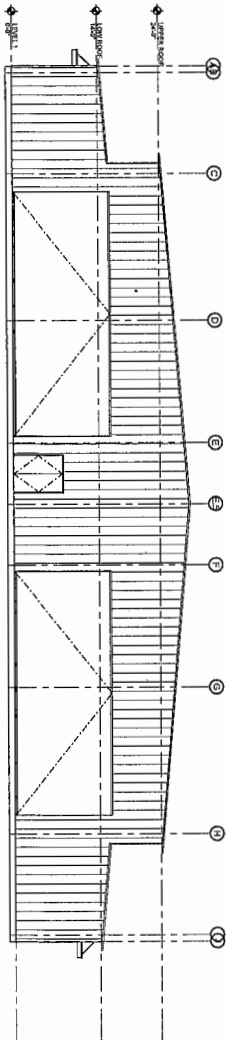
2 SOUTH ELEVATION  
1/8" = 1'-0"



3 EAST ELEVATION  
1/8" = 1'-0"



4 WEST ELEVATION  
1/8" = 1'-0"



**NOT FOR  
CONSTRUCTION**

THIS SET OF DRAWINGS IS THE PROPERTY OF PSC AIRFRAME MAINTENANCE TRAINING. IT IS TO BE USED FOR THE PURPOSES OF THE PROJECT ONLY. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PSC AIRFRAME MAINTENANCE TRAINING. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

# PSC AIRFRAME MAINTENANCE TRAINING

PENSACOLA STATE COLLEGE  
PENSACOLA, FL

| NO. | DESCRIPTION  | DATE |
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BUILDING ELEVATIONS

A201



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 24-1152

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** COUNCIL MEMBER JENNIFER BRAHIER

**SUBJECT:**

AMENDMENT NO. 1 TO MASTER REDEVELOPMENT AGREEMENT (SPRING  
STREETSCAPE PROJECT - GARDEN TO ROMANA)

**RECOMMENDATION:**

That City Council approve Amendment No. 1 to the Master Redevelopment Agreement (Spring Streetscape Project - Garden to Romana) with 200 West Garden, LLC and 97 Spring Condos LLC as enumerated herein. Further, that the City Council authorize the Mayor to execute and take all actions necessary to carry out the agreement.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On February 6, 2023, Bearing Point Properties presented proposed plans for a mixed-use development including 326 residential rental units, 54 for-sale condominium units, a large scale grocery retail space, two pocket parks, and a multi-level structured parking facility including approximately 175 ungated parking spaces. The proposed project is a master-planned development located at the intersection of Garden and Spring Streets, which is to be developed by developers, 200 West Garden LLC and 97 Spring Condos LLC (collectively, the "Developer"). As a component of the redevelopment project, the Developer requested to partner with the CRA to undertake streetscape improvements along Spring Street from Garden Street to Romana Street.

On May 11, 2023, the City Council adopted Resolution No. 2023-040 authorizing a Master Redevelopment Agreement (MRA) with the Community Redevelopment Agency and the Developer which provided for a redevelopment incentive of up to \$1,482,278 towards the full cost of the streetscape improvements. The MRA requires the Developer to construct the full mixed use redevelopment project, except for the 54-condominium units to receive the redevelopment incentive.

The Developer is requesting to extend the "Preconstruction Period" and the "Commencement Date" in Section 1.1 of the MRA for a period of six (6) months, from December 31, 2024, to June 30, 2025. Amendment No. 1 revises these deadlines and Section 2.4.D.4 pertaining to

the deadline for completion of the residential rental units to clarify that the deadline remains December 30, 2030, despite the preconstruction delays. An updated project schedule is also provided.

Implementation of this project furthers the goals and objectives set forth in the Urban Core Redevelopment Plan, which expressly contemplates and encourages redevelopment and enhancement of public rights-of-way and pedestrian walkways and provides private sector participation in remediating and preventing blighted conditions.

**PRIOR ACTION:**

February 6, 2023 - Bearing Point Properties presented to the CRA proposed plans for a mixed-use development at Spring and Garden Streets.

May 8, 2023 - The CRA adopted Resolution No. 2023-03 approving a Master Redevelopment Agreement (MRA) for streetscape improvements to Spring Street from Garden to Romana Street and approved an interlocal agreement with the City for financing the redevelopment incentive.

May 11, 2023 - City Council adopted Resolution No. 2023-040 approving a Master Redevelopment Agreement (MRA) for streetscape improvements to Spring Street from Garden to Romana Street and approved an interlocal agreement with the CRA for financing the redevelopment incentive.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

N/A

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

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

**ATTACHMENTS:**

1. MRA - Spring St (Garden to Romana)
2. Amendment No. 1 to MRA

**PRESENTATION:** No

**MASTER REDEVELOPMENT AGREEMENT  
(SPRING STREETSCAPE PROJECT – GARDEN TO ROMANA)**

**By and Among**

**THE CITY OF PENSACOLA, FLORIDA,  
THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA,**

**200 WEST GARDEN, LLC,**

**and**

**97 SPRING CONDOS LLC**

Dated as of May 19, 2023



**MASTER REDEVELOPMENT AGREEMENT  
(SPRING STREETSCAPE PROJECT – GARDEN TO ROMANA)**

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**MASTER REDEVELOPMENT AGREEMENT  
(SPRING STREETSCAPE PROJECT – GARDEN TO ROMANA)**

**THIS MASTER REDEVELOPMENT AGREEMENT (SPRING STREETSCAPE PROJECT – GARDEN TO ROMANA)** ("Agreement") is made and entered into this 19<sup>th</sup> day of May, 2023 by and among the **CITY OF PENSACOLA, FLORIDA**, a municipal corporation (the "City"), the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA**, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes, (the "Agency"), **200 WEST GARDEN, LLC**, a Louisiana limited liability company ("200 West"), and **97 SPRING CONDOS LLC**, a Louisiana limited liability company ("97 Spring" and, together with 200 West, the "Developer").

**WITNESSETH:**

**WHEREAS**, pursuant to Resolution No. 54-80 adopted by the City Council on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council found and determined that an area designated therein as the "Pensacola Inner City" is a blighted area as therein described, that a combination of rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary, that there exists a need for a community redevelopment agency to function in the City to carry out community redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes (the "Act"), and that the Pensacola Inner City is appropriate for community redevelopment projects and is thereby designated a community redevelopment area; and

**WHEREAS**, pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, and as readopted and reaffirmed pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council declared itself to be the "Community Redevelopment Agency" in the City and vested all rights, powers, duties, privileges and immunities vested in a community redevelopment agency pursuant to Part III, Chapter 163, Florida Statutes, in the City Council; and

**WHEREAS**, pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Core Community Redevelopment Area" (the "Redevelopment Area") is a blighted area as therein described and that the rehabilitation, conservation and redevelopment is necessary and in the public interest; and

**WHEREAS**, pursuant to Ordinance No. 13-84 enacted by the City Council on March 8, 1984, the Urban Core Community Redevelopment Trust Fund was established into which the tax increment paid by each taxing authority each year is deposited in accordance with section 163.387, Florida Statutes, for the purpose of financing community redevelopment in the Redevelopment Area (the "Tax Increment"); and

**WHEREAS**, on January 14, 2010, the City Council adopted Resolution No. 02-10 approving an "Urban Core Community Redevelopment Plan 2010" for the Redevelopment Area (as may be further amended from time to time, the "Redevelopment Plan"); and

**WHEREAS**, the Developer owns certain parcels of real property located in the City as further described in Appendix A attached hereto (the "Developer Parcels") which parcels are within the boundaries of the Redevelopment Area; and

**WHEREAS**, the Developer is undertaking redevelopment of the Developer Parcels with various uses which may include residential rental units, grocery retail space and a structured parking facility (collectively, and as more specifically described below, the "Developer Facilities"), all of which are generally contemplated by and are objectives of the Redevelopment Plan; and

**WHEREAS**, the Developer desires to redevelop and improve the Spring Street right of way between Garden Street and Romana Street, which is a City right of way (the "Public Right of Way"), in conjunction with development and redevelopment of the Developer Parcels which are adjacent or in close proximity to the Public Right of Way; and

**WHEREAS**, the Developer has proposed to the City and the Agency that it will undertake all of the design, site work, construction and landscaping to modify the Public Right of Way and adjoining areas with Streetscape Improvements (as defined below) so that it is more walkable and pedestrian friendly and to include certain aesthetic enhancements (collectively, the "Project") as further described in the Conceptual Project Plan attached hereto as Appendix B; and

**WHEREAS**, the total estimated cost of the Project is \$2,371,645 (the "Project Cost Estimate"), a breakdown of which is included in the Project Cost Estimate attached hereto as Appendix C; and

**WHEREAS**, the Developer has represented to the City and the Agency that it is willing to pay a substantial portion of the costs of the Project but will require financial assistance from the City and the Agency to undertake and complete the Project as herein set forth; and

**WHEREAS**, the financial assistance to be provided by the City and Agency includes a grant of no more than \$1,482,278 (the "Redevelopment Incentive"); and

**WHEREAS**, the amount of the Redevelopment Incentive is reasonably estimated to be equal to or less than the Tax Increment generated by the Developer Parcels once improved with the Developer Facilities over the duration of the Redevelopment Plan; and

**WHEREAS**, the financial assistance to be provided by the City and the Agency as an inducement for installation and construction of the Project will result in creation of a vibrant, attractive and pedestrian friendly destination for residents and visitors of the Redevelopment Area; and



**WHEREAS**, the Developer has proposed that it will install and construct the Project in conjunction with redevelopment of the Developer Facilities; and

**WHEREAS**, the City has determined that the Project is consistent with the City's comprehensive plan; and

**WHEREAS**, the Developer Facilities are reasonably expected to generate substantial ad valorem and sales tax revenues through the term of the Redevelopment Plan and beyond; and

**WHEREAS**, the Project is expected to act as a catalyst for additional high quality redevelopment in the Redevelopment Area, thus significantly benefiting the City's economy and its citizens and significantly advancing the community redevelopment objectives set forth in the Act and the Redevelopment Plan; and

**WHEREAS**, the construction phase of the Developer Facilities and the Project is expected to create local jobs stemming from construction related activities, and upon completion, the Developer Facilities and the Project are expected to create local jobs related to operation of the residential and commercial uses; and

**WHEREAS**, construction and operation of the Developer Facilities and Project is further expected to stimulate economic development in the City and to materially benefit the City, the taxing authorities which contribute the Tax Increment and their respective residents for many reasons, including but not limited to the increased direct and indirect funds that will be received from ad valorem tax revenue, sales tax revenue, utility revenue, and other revenues; and

**WHEREAS**, the City and Agency therefore have an interest in the diverse economic benefits which would be created through construction of the Project and redevelopment of the Developer Parcels; and

**WHEREAS**, the City and Agency desire to facilitate the successful construction of the Project in order to realize the public and community redevelopment benefits identified herein; and

**WHEREAS**, provision of the Project is a valid and important public purpose in light of the need to redevelop the land within the Redevelopment Area, and the City and the Agency are authorized by the Act to expend Tax Increment proceeds in furtherance of the community redevelopment objectives of remedying blight and preserving and enhancing the tax base; and

**WHEREAS**, the City and Agency hereby determine that the economic incentives and contributions contemplated herein are an advantageous means of inducing construction of the Project and which will serve a valid and paramount public purpose in that: (1) construction of the Project will directly promote redevelopment in the Redevelopment Area, as well as the overall economy of the City; (2) the Project will further the development of residential and commercial activities in the Redevelopment Area, thereby achieving essential objectives of the Redevelopment Plan and providing a more balanced and stable area economy and increased

opportunities for gainful employment; (3) construction of the Project will stimulate and promote redevelopment in the Redevelopment Area as a whole; and (4) all economic incentives will be used for the public purposes described herein; and

**WHEREAS**, the parties now desire to enter into this Agreement in order to provide for installation and construction of the Project in furtherance of meeting the redevelopment goals and objectives set forth in the Redevelopment Plan; and

**WHEREAS**, the City has determined that it is necessary and in the best interests of the health, safety and welfare of the City and its inhabitants that the City make a grant to the Developer in the form of the Redevelopment Incentive to facilitate installation and construction of the Project, and that the Project shall constitute and serve the purposes of "community redevelopment" within the meaning and in accordance with the Act; and

**WHEREAS**, the parties acknowledge that redevelopment activities in the Redevelopment Area must be coordinated to insure their compliance and consistency with the Act and the Redevelopment Plan, and the parties mutually agree to cooperate to achieve such coordination, and

**WHEREAS**, this Agreement has been prepared and reviewed by the City, the Agency and the Developer, and all are desirous of entering into this Agreement to effectuate redevelopment of the Project Site upon the terms and conditions as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

## **ARTICLE 1** **DEFINITIONS**

**Section 1.1**      **Definitions.** Capitalized terms used herein shall have the meanings set forth in the Recitals above and as follows:

"Act" means Part III, Chapter 163, Florida Statutes known and referred to as the Community Redevelopment Act of 1969, as amended from time to time, and other applicable provisions of law.

"Agency" means the Community Redevelopment Agency of the City of Pensacola, Florida, created pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, as confirmed and ratified by Resolution No. 65-81 adopted by the City Council on September 22, 1981.

"Agreement" means this Master Redevelopment Agreement, including all Appendices and all amendments, modifications, addenda, supplements and revisions to this Agreement or

to any of the Appendices.

"Approval Delay" means any delay in achieving a construction or development milestone which is caused by the failure of any applicable governmental authority to timely issue a Building Permit which is required for the construction of the Project.

"Building Permit" means the permit, certificate, license or other approval by the City or other applicable governmental authority required to be obtained, issued, granted, or received as the final such permit, certificate, license or approval prior to commencement of construction, or equipping of any existing structure located on the Project Site.

"City" means the City of Pensacola, Florida, a Florida municipal corporation and its successors or assigns.

"Commencement Date" means the date when the Developer begins the installation and construction of the Project and/or Developer Facilities, occurring not later than December 31, 2024 (unless extended by consent and agreement of the parties or by Force Majeure or Approval Delay), as evidenced by a written Notice of Commencement provided to the CRA Manager.

"Completion Date" means the date when construction of the Project is completed as provided in Section 2.6 hereof.

"Conceptual Project Plan" means the site plan and narrative description of the conceptual plan for redevelopment of the Project Site prepared by the Developer and included herein as Appendix B.

"Construction Period" means the period of time beginning on the Commencement Date and ending on the Completion Date.

"Contract Documents" means the Design Documents, and the general contractor agreement executed by and between Developer and a general contractor for the completion of the Project.

"Design Documents" means the Interim Design Documents and the Final Design Documents for the Project.

"Developer" means, collectively, 200 West and 97 Spring, which is a wholly-owned subsidiary of 200 West, and their successors and assigns.

"Developer Facilities" means the proposed facilities to be constructed by the Developer on the Developer Parcels, which facilities shall include approximately 328 residential rental units, grocery retail space, two pocket parks, and a multi-level structured parking facility including approximately 175 ungated parking spaces for use by invitees of the grocery retail space, with an estimated total taxable assessed value of \$45,000,000, subject to appraisal and assessment by the applicable governmental authority. The Developer Facilities may be modified



by Developer in accordance with this Agreement.

"Developer Parcels" means the approximately 4.78 acre tax parcel owned by 200 West and the approximately 0.70 acre tax parcel owned by 97 Spring, each as described and shown in Appendix A.

"Effective Date" means May 19, 2023, the effective date of this Agreement.

"Event of Termination" has the meaning ascribed to it in Article 7.

"Final Design Documents" means complete design documents which have been permitted by all applicable regulatory agencies, including a final narrative description and graphic depiction of the Project, including the final site plan, site elevation, design concept and any recommended Streetscape Improvements on or adjacent to the Project Site as prepared by or for the Developer.

"Force Majeure" means failure as a result of acts of God, (including fire, flood, earthquake, storm, hurricane or other natural disaster), epidemics, pandemics and related closures, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, or terrorist activities or any other cause which is out of the control of the affected party.

"Interim Design Documents" means 30%, 60% and 90% complete design documents, including interim narrative description and graphic depictions of the Project, including the site plan, site elevation, design concept and any recommended Streetscape Improvements on or adjacent to the Project Site, as prepared by or for Developer.

"Payment Bond" means a payment bond provided by the Developer prior to commencing construction of the Streetscape Improvements, as further described in Section 3.3J hereof., together with the "Performance Bond" referred to as the "Performance and Payment Bonds."

"Performance Bond" means a performance bond provided by the Developer prior to commencing construction of the Streetscape Improvements, as further described in Section 3.3J hereof., together with the "Payment Bond" referred to as the "Performance and Payment Bonds".

"Preconstruction Period" means the period of time commencing upon the Effective Date of this Agreement and ending upon the Commencement Date, which shall not exceed December 31, 2024 (unless extended by consent and agreement of the parties, which consent and agreement by the parties shall not be unreasonably withheld, conditioned or delayed, or by Force Majeure or Approval Delay).

"Project" means installation and construction of Streetscape Improvements to the Public Right of Way and the Developer Parcels as depicted within Appendix B, Conceptual Project Plan, as may be modified in accordance with this Agreement.

"Project Cost Estimate" means the estimate of all Project Costs included herein as Appendix C.

"Project Costs" means all costs, both direct and indirect, incurred by the Developer in designing, permitting, installing and constructing the Project.

"Project Schedule" means the schedule and sequence of events prepared by the Developer defined within Appendix D for the anticipated commencement, progression, and completion of the design, construction, rehabilitation, equipping and furnishing of the Project in connection with the redevelopment of the Developer Facilities and the Project, including revisions, amendments and changes thereto made from time to time as provided herein.

"Project Site" means the site of the Streetscape Improvements within the Public Right of Way and the Developer Parcels as depicted in Appendix B.

"Public Right of Way" means the portion of Spring Street between Garden Street and Romana Street, which is a City right of way.

"Streetscape Improvements" means pedestrian, walkway and street improvements to be installed and constructed within the Project Site, which may include but are not limited to asphalt roadway, roadway striping, stormwater infrastructure, curbs, sidewalks, lighting, signage, benches, bollards, sculptures, waste receptacles, fountains, street access points, including but not limited delivery access areas to the Developer Facilities (the "Delivery Area"), and utility relocations, if any, together with associated landscaping and park improvements, as further described in Appendix B, Conceptual Project Plan.

"Termination Date" means the date on which this Agreement is terminated and is no longer of any force and effect as provided herein in Article 6. However, where the context of the terms of this Agreement demand, certain terms and obligations shall survive termination.

"Warranty Bond" means a warranty bond provided by the Developer prior to receiving payment of the Redevelopment Incentive, as further described in Section 2.6.G.4 hereof.

**Section 1.2      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.

**Section 1.3      Florida Statutes.** All references herein to "Florida Statutes" are to Florida Statutes (2022), as amended from time to time, unless specifically indicated otherwise.

**ARTICLE 2**  
**PURPOSE: FINDINGS: INTENT**

**Section 2.1**      **Purpose.** The purpose of this Agreement is to outline the details of the transaction, and the commitments and responsibilities of each of the parties from conceptual planning through final Project completion, and to provide acceptable releases to each of the parties should the Project fail to proceed or be terminated pursuant to the provisions of this Agreement, at any point in time.

**Section 2.2**      **Findings.**

A.      The City and the Agency do hereby find that the Project will advance the community redevelopment goals and objectives set forth in the Redevelopment Plan which expressly contemplates and encourages redevelopment and enhancement of public rights of way and pedestrian walkways in the Redevelopment Area and provides for private sector participation in remediating the blighted conditions therein.

B.      The City and the Agency do hereby find that the Developer has represented to City and the Agency that the Developer needs financial assistance from the City and the Agency in order for the Project to proceed.

C.      The City and the Agency do hereby find that there is, in fact, a need for financial assistance by the City and the Agency for the Project to proceed.

D.      The City and the Agency do hereby find that the City has an interest in the diverse economic benefits resulting from the construction and operation of the Developer Facilities and the Project, and that the Project is consistent with and furthers the objectives of the Redevelopment Plan and is in the best interest of the citizens of the City.

E.      The parties hereto recognize and acknowledge and do mutually find that but for the financial assistance provided for herein, the Developer would not undertake construction of the Project and redevelopment of the Project Site, and such assistance is a critical and important inducement without which such construction and redevelopment would not be undertaken.

**Section 2.3**      **Intent.** It is the intent of the parties hereto to efficiently, effectively and economically cause the successful construction of the Project in order to improve the Public Right of Way, specifically, and the conditions in the Redevelopment Area, in general, as well as implement the Redevelopment Plan and otherwise further the purposes of the Act. It is further the intent of the parties that the Developer shall permit, design, engineer, construct, equip, and otherwise complete the Project by the Completion Date defined in Section 2.6F. The parties mutually recognize and acknowledge that the Developer will require the City's and the Agency's financial assistance, the extent of which is set forth in Section 2.4.

**Section 2.4**      **Project Funding & Cost Overruns.**

A. The cost of the Project is estimated to be \$2,371,645 as further described in the Project Cost Estimate. The Developer shall be responsible for funding and financing installation and construction of the Project and payment of the Project Costs. Subject to the Developer installing and construction the Project in accordance with this Agreement, the City shall be responsible for contributing the Redevelopment Incentive as described below.

B. Section 163.387 of the Act authorizes "area reinvestment agreements" between a community redevelopment agency and private parties pursuant to which the increment computed for a specific area is reinvested in services or public or private projects, or both, including debt service, supporting one or more projects consistent with the community redevelopment plan that is identified in the agreement to be constructed within that area. It is the express intent of the parties hereto that this Agreement shall constitute and be construed as an area reinvestment agreement within the meaning of the Act.

C. The City hereby agrees to pay the Redevelopment Incentive to the Developer in accordance with the terms set forth herein, to induce the Developer to install and construct the Project.

D. The City shall contribute the Redevelopment Incentive in a total amount not to exceed 62.5% of the Project Costs, as evidenced by the Developer's contract with its general contractor or \$1,482,278, whichever is less, in accordance with the following terms:

1. Prior to commencement of construction, the Developer shall deliver to the City the Performance and Payment Bond described in Section 3.3.J hereof.

2. Upon substantial completion of the Project, the Developer shall request a final inspection from the City. The City shall inspect the Project for compliance with the approved Design Documents and this Agreement. Any material changes to the Project that occur during construction shall be subject to review and approval by the City.

3. The Agency shall deposit the Redevelopment Incentive with a mutually agreed escrow agent following the submittal of a reimbursement request to the CRA Manager for payment of the Redevelopment Incentive upon: i) the City's acceptance of the Project in accordance with Section 2.6.D below, ii) completion of the multi-level structured parking facility and opening of the approximately 175 ungated parking spaces for use by invitees of the grocery retail space, and iii) completion and opening of the grocery retail space to the public. Completion and opening of the parking facility and grocery retail space shall be evidenced by final inspection from the City. The Developer shall provide all supporting documentation showing proof of payment by the Developer for the Project Costs as part of its reimbursement request, including, but not limited to, receipts and canceled checks or other documentation reasonably acceptable to the City's Finance Director. The Redevelopment Incentive shall be released to the Developer upon substantial completion of the 328 residential rental units in accordance with this Agreement. To release the funds, the Agency will provide the escrow agent a copy of the



certificate of occupancy and direct the escrow agent to release the amount of the Redevelopment Incentive to the Developer within ten (10) calendar days of receipt of a complete reimbursement request from Developer.

4. The Developer shall achieve substantial completion of the 328 residential rental units in accordance with this Agreement within thirty-six (36) months of substantial completion of the Project. A certificate of occupancy issued by the City shall evidence substantial completion of the residential rental units. Should the Developer fail to achieve substantial completion of the residential rental units as required in this part, then the Redevelopment Incentive shall be withdrawn from the escrow account described in Section 2.4.D.3 and returned to the Agency pursuant to Section 6.2.C below.

5. Prior to deposit of the Redevelopment Incentive with the escrow agent, the Developer shall deliver or cause to be delivered to the City the Warranty Bond described in Section 2.6.g hereof.

6. Notwithstanding anything contained in this Section 2.4 to the contrary, the Developer shall be entitled to payment of the Redevelopment Incentive upon substantial completion of the Project but before substantial completion of the 328 residential rental units if, at its option, the Developer obtains a standby letter of credit with a reputable financial institution as the issuer, mutually agreed to by the Developer and the City in the sum of the Redevelopment Incentive payable to the City of Pensacola, on demand in Pensacola, Florida, to secure the Developer's obligation to construct the 328 residential rental units pursuant to this Agreement. Such standby letter of credit shall name the City of Pensacola as the beneficiary with payment in the event the Developer does not meet its obligations as described above. Upon substantial completion of the 328 residential rental units, the City shall promptly cancel and return the letter of credit. Should the Developer fail to meet its obligation to construct the 328 residential rental units pursuant to this Agreement, the City shall be entitled to present the letter of credit for payment.

E. The City intends to finance the Redevelopment Incentive with proceeds derived from the Tax Increment generated within the Urban Core Community Redevelopment Area.

F. Except for the contribution of the Redevelopment Incentive described above, all other Project Costs associated with the design, installation and construction of the Project shall be the responsibility of the Developer.

G. Cost overruns above the Project Cost Estimate, if any, which result from changes to the Project deemed necessary by the Agency for consistency with the Redevelopment Plan, Conceptual Project Plan, or this Agreement shall be paid by the Developer. Cost overruns above the Project Cost Estimate, if any, which result from changes to the Project which are necessary to comply with the City's land development code provisions or requirements of other applicable regulatory boards or agencies, including but not limited to the provisions of this Agreement, shall be paid by the Developer. Notwithstanding the foregoing, the City and the Agency acknowledge and agree that any cost overruns required by the City or the Agency as provided herein, or which

are incurred by the Developer after the Project has been permitted as a result of changes requested by the City or Agency, may be included in total Project Costs, and the Redevelopment Incentive increased by 62.5% of the resulting cost overruns, upon approval by the Agency and City. Cost overruns resulting from errors or omissions of the Developer or its general contractor in the Contract Documents shall be the sole responsibility of the Developer.

**Section 2.5      Maintenance and Ownership of the Improvements Comprising Project.** The City is and shall continue to be the owner of the Public Right of Way and shall be the owner of the Streetscape Improvements constructed within the Public Right of Way upon completion of the Project; provided, however, that (i) the Developer shall be responsible for maintenance and repair of the Delivery Area, private stormwater lines located within the Developer Parcels and the Public Right-of-Way which solely serve the Developer Facilities and feed into the public stormwater infrastructure located within the Public Right of Way, and the Streetscape Improvements constructed hereunder, with the exception of the asphalt roadway, roadway striping, signage, curbs, public sidewalks (subject to acceptance by the City for maintenance), lighting, street access points, and public stormwater infrastructure located within the Public Right of Way which shall be the responsibility of the City, the areas of such maintenance responsibilities of the City being highlighted in red on Appendix E, attached hereto and incorporated herein, and (ii) the Developer shall provide the Warranty Bond in accordance with Section 2.6.G hereof. Sidewalks eligible for City maintenance shall be limited to non-decorative or minimally decorative public sidewalks that conform to City standards. The City reserves the right to accept or reject, in its reasonable discretion, the extent of which decorative sidewalk design elements are acceptable for City maintenance. Sidewalks with decorative design elements that are not acceptable for City maintenance, as enumerated in this part, shall be the responsibility of the Developer. Except as expressly provided herein, the City and/or Agency shall assume no ownership or maintenance responsibility for any improvements installed or constructed by the Developer on the Developer Parcels or any other privately owned property.

**Section 2.6      Project Schedule & Completion Date.**

A.            The Developer shall submit its Design Documents to the CRA Manager who shall route the Design Documents for comment and approval at 30%, 60%, and 90% completion (the "Approval Schedule"). Final Design Documents shall be submitted to the CRA Manager after permit approvals from all applicable regulatory agencies have been received. Design Documents shall be substantially consistent and compliant with the Conceptual Project Plan unless otherwise approved by the City. Materials used to construct the Project are subject to review and approval by the City.

B.            The Developer shall install and construct the Project and the Developer Facilities in accordance with this Agreement. Modifications to the Developer Facilities that do not conform to the description of the Developer Facilities as defined within the Agreement shall be subject to approval by the Agency.

C.            The planning, design, development, construction, equipping, and completion of



the Project by the Developer shall be undertaken, diligently continued, and completed in substantial accordance with this Agreement and by the dates set forth in the Project Schedule subject to revision as provided below.

1. Due to changes in circumstances, expectations, or assumptions of the parties not now known to or by the parties, the Project Schedule may be revised by the Developer from time to time by prior written notice of such revision to the City and the Agency, which revision shall be effective upon approval of such written notice by the City and the Agency. Such approval shall not be unreasonably withheld and if not approved or rejected within twenty (20) calendar days of receipt, then such revision shall be deemed approved.

D. Construction of the Project will be considered complete upon:

1. Receipt by the City of an affidavit from the Developer's contractor stating that the Project has been completed, subcontractors have been paid for construction of same and all construction or other liens related to same have been released; and

2. Acceptance of the Project by the City in accordance with City policies and standards for acceptance of public infrastructure by private developers, including but not limited to the provision of sealed as-built plans and a written release of all liens associated with the work. Such acceptance by the City shall not be unreasonably withheld, conditioned or delayed.

E. The Developer will provide periodic construction status updates to the City and the Agency and will notify the City of impending completion.

F. Notwithstanding anything herein or in the Project Schedule to the contrary, the Completion Date of the Project shall be no later than three (3) years after the Commencement Date, subject to Force Majeure and Approval Delays.

G. Correction Period

1. If within eighteen (18) months after the date the City accepts the Project, the City gives the Developer written notice that any portion of the Project was not installed and constructed in accordance with the requirements of the Contract Documents or any Federal, State or Local rules, laws, and ordinances in effect at the time permits were issued for the Contract Documents, then after receipt of such notice of the condition the Developer shall promptly, without cost to the City:

a. Furnish to the City a correction/remediation plan within thirty (30) days of the City furnishing its notice of the condition.

b. Upon the City's acceptance of the Developer's correction/remediation plan, the Developer shall correct the condition as set forth in Developer's correction/remediation plan.

2. The City shall give notice of any such condition within 30 days of the discovery that any portion of the Project was not installed and constructed in accordance with the requirements of the Contract Documents or any Federal, State or Local rules, laws, and ordinances in effect at the time permits were issued for the Contract Documents.

3. If, after receipt of a notice of defect within 30 days and within the correction period, the Developer does not furnish a correction/remediation plan, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Project work corrected. The Developer shall pay, or cause to be paid, all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction (including but not limited to all costs of corrective work done by third parties). Except in an emergency where delay would cause serious risk of loss or damage, the City shall not undertake any corrective work, review, or studies without first furnishing Developer notice and the opportunity to make corrections or furnish a correction/remediation plan.

4. As a condition precedent to the City's acceptance of the Project and obligation to make final payment, the Developer shall furnish or cause to be furnished a Warranty Bond in the form of EJCDC® C 612, Warranty Bond (2018) with terms reasonably acceptable to the City. The Warranty Bond shall be issued for the sum of the final cost of the Project, as evidenced by an affidavit issued by the Developer's general contractor pursuant to all improvements, as built. The Warranty Bond shall list the City as a party to the bond. The Warranty Bond period will extend to a date eighteen (18) months after completion of the Project and is intended to secure the obligation of the Developer or the Developer and general contractor as joint obligors to correct work as provided in this Section 2.6.G. The Developer shall deliver or cause to be delivered the fully executed Warranty Bond to City prior to or with the final application for payment of the Redevelopment Incentive. Notwithstanding anything contained herein to the contrary, the Developer acknowledges and agrees that it shall be responsible for any damages to the Streetscape Improvements caused by its continued construction of any portion of the Developer Facilities after the acceptance of the Project by the City.

5. The Developer's obligations under this Section 2.6.G are in addition to all other obligations and warranties. The provisions of this Section 2.6.G are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### **ARTICLE 3**

#### **REPRESENTATIONS, WARRANTIES, COVENANTS AND OBLIGATIONS OF THE**



## DEVELOPER

**Section 3.1      Representations and Warranties.** The Developer represents and warrants to the City and Agency that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by the City and Agency:

A.      Each of 200 West and 97 Spring is a duly organized and validly existing limited liability company under the laws of the State of Louisiana, qualified to transact business in the State of Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold properties and to enter into, and perform its obligations hereunder, and each instrument to which it is or will be a party, and is in good standing in the State of Louisiana and the State of Florida.

B.      The principal place of business of the Developer is 6859 Jefferson Highway, Suite A, Baton Rouge, LA 70806. The manager(s) or managing member(s) thereof executing this Agreement on behalf of the Developer are authorized to act on behalf of the Developer and execute this Agreement on behalf of the Developer and any such actions by such manager(s) or managing member(s) shall be binding upon and enforceable against the Developer.

C.      Each document in connection with the Project to which Developer 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 Developer and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof (i) requires the approval and consent of any other party, except such as have been duly obtained, (ii) contravenes any existing law, judgment, government rule, regulation or order applicable to or binding on the Developer, or (iii) contravenes or results in any breach of, default under or results in the creation of any lien or encumbrance upon any property of the Developer other than the Developer Parcel under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Developer's partnership or joint venture agreement, or any other agreement or instrument to which the Developer is a party.

D.      This Agreement will constitute a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with the terms hereof, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which effect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

E.      There are no pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency against the Developer, which question this Agreement or the validity of any instrument or document contemplated hereunder or which are likely in any case, or in the aggregate, to materially adversely affect the successful development of the Project, the consummation of the transactions contemplated hereunder or the financial condition of the Developer.

F. The Developer has filed or caused to be filed all federal, state, local and foreign tax returns, if any, required to be filed by the Developer and has paid all taxes shown to be due and payable on such returns or on any assessments levied against the Developer.

**Section 3.2 Covenants of the Developer.** The Developer covenants with the City and the Agency that the Developer shall timely fulfill or cause to be fulfilled all of the conditions and obligations expressed herein which are within the control of the Developer or which are the responsibility of the Developer to fulfill.

**Section 3.3 Obligations of the Developer.**

A. The Developer shall permit, design, construct and improve the Project in accordance with the Design Documents and the Developer Facilities in accordance with this Agreement unless otherwise approved by the City and the Agency.

B. Upon execution of this Agreement, the Developer shall commence the process of designing the Project and shall forward the Design Documents to the CRA Manager in accordance with Section 2.6.

C. As provided in Section 7.15 hereof, this Agreement shall not be construed as a development approval or to convey development rights upon the Developer. Prior to commencing construction of the Project, the Developer must submit to the City appropriate development applications for development permits or other entitlements. The City shall accept from the Developer for processing and review all such applications, provided that such applications are submitted in accordance with all City rules, regulations and this Agreement, and all fees are timely and properly paid. All required permits and development approvals must be obtained prior to commencing construction. Nothing in this Agreement shall be construed to waive or modify applicable land development code and requirements of the City.

D. The Developer shall be responsible for engaging the professional services required and for the payment of all costs associated with design and construction of the Project.

E. The Developer shall coordinate with the City's engineer and the CRA Manager, or his or her designee, through the Completion Date to ensure design and construction of the Project in a manner consistent with City standards and the Design Documents. No construction efforts shall commence until the City and Agency have reviewed and accepted the Design Documents in the manner contemplated by Section 2.6 and this Section 3.3 and Developer has received all required Building Permits.

F. All design, engineering and construction by Developer shall be done in accordance with all applicable laws and regulations of the federal, state and local governments, including but not limited to, compliance with all building codes, planning ordinances and regulations and zoning ordinances and regulations of the City.

G. The Developer shall be responsible for and shall initiate, diligently continue and complete the Project as contemplated by this Agreement, including the preparation of the Design Documents, and the construction, and equipping of the Project substantially in accordance with the approved Building Permit(s).

H. The Developer shall ensure that the Project, including each component thereof, adheres to all applicable building, zoning, parking, life safety, growth management, and all other codes and ordinances that may apply to the Project and Project Site.

I. The Developer shall have no authority to borrow money secured by the Project (except and only to the extent any portion of the Streetscape Improvements is located on a Developer Parcel) or incur any debt or liability on behalf of the City or the Agency.

J. The Developer shall contract with a licensed and insured general or roadway contractor for the construction phase and ensure that the contractor chosen by the Developer uses its proper skill and care in constructing the Project. The Developer shall also ensure that such general contractor obtains Performance and Payment Bonds reasonably acceptable to the City and shall submit such bonds to the City prior to commencing construction of the Streetscape Improvements. Because the City is not a party to the construction contract between the Developer and its general contractor, the City shall be protected in the Performance and Payment Bonds between the Developer and its contractor by being named as an additional obligee through the execution of a Dual Obligee Rider for the protection of the City in the event of a default or non-payment by either Developer or its general contractor. At minimum, the Performance and Payment Bonds shall cover the cost of all improvements within the Public Right of Way, as evidenced by the Developer's contract with its general contractor. As noted above, the Performance and Payment Bonds shall list the City as an additional obligee.

K. The Developer hereby indemnifies the City and Agency against all claims, costs, losses, demands, actions, proceedings, judgments, settlements and liability arising out of any breach or non-observance of the Developer's obligations pursuant to this Agreement.

L. The Developer shall obtain and deliver to the City evidence of commercial general liability insurance in amounts reasonably satisfactory to the City, which insurance the Developer shall maintain at all times during the construction of the Project.

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

**ARTICLE 4**  
**REPRESENTATIONS, WARRANTIES, COVENANTS**  
**AND OBLIGATIONS OF THE CITY**

**Section 4.1      Representations and Warranties.** The City represents and warrants to Developer that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by Developer:

A.      The City is a validly existing municipal corporation 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 part.

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

C.      This Agreement will constitute, a legal, valid and binding obligation of the City enforceable against the City in accordance with the terms hereof, 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.

D.      This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto.

**Section 4.2      Covenants of the City.** The City covenants with Developer that:

A.      The City shall timely fulfill or cause to be fulfilled all of the conditions and obligations expressed herein which are within the control of the City or which are the responsibility of the City to fulfill.

B.      The City shall not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto, or, to the extent permitted by law, enact or adopt or urge or encourage the enactment or adoption of any laws, ordinances, resolutions, rules, regulations or orders or approve or enter into any contracts or agreements, including issuing any bonds, notes, or other forms of indebtedness, that will result in any

provision of this Agreement to be in violation thereof or which would materially impair the City's ability to perform its obligations under this Agreement.

**Section 4.3      Obligations of the City.**

A.      The City agrees to timely and expeditiously process all applications received by the Developer for construction approvals and permits for the Project, provided that such applications are submitted in accordance with all City rules and regulations and all fees are timely and properly paid. All required permits and construction approvals, whether issued by the City or any other governmental agency, must be obtained prior to commencing construction. Nothing in this Agreement shall be construed to waive or modify applicable land development code provisions and requirements of the City. The Developer shall be solely responsible for obtaining any construction approvals and permits required by any governmental agency other than the City for construction and completion of the Project.

B.      The City agrees to cooperate and expeditiously provide information, approvals and answers to the Developer upon written request, and shall not unreasonably withhold, condition or delay any such approvals.

**ARTICLE 5**  
**REPRESENTATIONS, WARRANTIES, COVENANTS**  
**AND OBLIGATIONS OF THE AGENCY**

**Section 5.1      Representations and Warranties.** The Agency represents and warrants to Developer that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by Developer:

A.      The Agency is a validly existing public body corporate and politic 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.

B.      This Agreement 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 (i) requires the approval and consent of any other party, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (iii) 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, any special acts, 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.

C.      This Agreement will constitute, a legal, valid and binding obligation of the Agency



enforceable against the Agency in accordance with the terms hereof, 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.

D. This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto.

**Section 5.2      Covenants of the Agency.** The Agency covenants with Developer that:

A. The Agency shall timely fulfill or cause to be fulfilled all of the conditions and obligations expressed herein which are within the control of the Agency or which are the responsibility of the Agency to fulfill.

B. The Agency will not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto, or, to the extent permitted by law, enact or adopt or urge or encourage the enactment or adoption of any laws, ordinances, resolutions, rules, regulations or orders or approve or enter into any contracts or agreements, including issuing any bonds, notes, or other forms of indebtedness, that will result in any provision of this Agreement to be in violation thereof or which would materially impair the Agency's ability to perform its obligations under this Agreement.

**Section 5.3      Obligations of the Agency.**

A. The Agency agrees to timely and expeditiously review the Design Documents and to negotiate in good faith any changes or revisions deemed by the Agency as necessary for the Design Documents to be consistent with the Redevelopment Plan.

B. The Agency agrees to cooperate and expeditiously provide information, approvals and answers to the Developer upon written request.

**ARTICLE 6**  
**EVENTS OF TERMINATION AND DEFAULT**

**Section 6.1      Events of Termination During the Preconstruction Period.** Upon written notice to the other party during the Preconstruction Period, the respective party shall have the right to terminate this Agreement for any of the following Events of Termination. In any such Event of Termination, each party shall be responsible for its own costs.

A. Should the Developer fail to receive financing commitments, then the Developer may choose to terminate this Agreement.

B. Should the Developer fail to obtain all necessary development approvals and/or

permits during the Preconstruction Period, subject to extension for Force Majeure and/or Approval Delay, then any of the parties hereto may choose to terminate this Agreement.

C. Should the parties fail to reach agreement on the Design Documents or any of its material components after good faith efforts to do so, then either party may terminate this Agreement.

D. Should the parties fail to reach agreement on any substantive modifications to the Developer Facilities, as described in Section 2.6, then either party may terminate this Agreement.

E. Determination by the Developer that the costs for the Project are too high or not economically feasible.

## **Section 6.2      Events of Default; Notice, Cure and Remedies.**

A. Each of the following is hereby declared an "Event of Default" with respect to this Agreement:

1. A default by any party in the due and punctual performance of the covenants, conditions, agreements and provisions contained in this Agreement.

2. Any representation or warranty of any party hereto shall prove to have been untrue in any material respect.

3. Any party admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof.

4. Any party is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the party, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the party, a receiver or trustee of the party or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.

5. If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the party or of the whole or any substantial part of its property and such custody or control shall not be terminated within ninety (90) consecutive days from the date of assumption of such custody or control.

B. Notice of Default; Right to Cure. Upon an Event of Default by any party to this Agreement, or said party's successors and assigns, with regard to this Agreement or of any of its terms or conditions, the party alleging such default or breach shall give the breaching party not

less than thirty (30) days "Notice of Default" in writing in the manner provided for giving notice as set forth in Section 7.1 of this Agreement. The time of notice shall be measured from the date of certified mailing. The Notice of Default shall specify the nature of the alleged default, and, where appropriate, the manner and period of time in which said default may be satisfactorily cured. During any period for curing the default, the party charged shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is cured, then no default shall exist, and the noticing party shall take no further action.

C. Remedies. If the default has not been cured after proper notice and the expiration of said period to cure default, the noticing party may elect to terminate this Agreement and, at its option and in addition to any other rights or remedies, may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein, or to enjoin any threatened or attempted violation thereof; to recover damages for any default; or to obtain any remedies consistent with the purpose of this Agreement. Such legal actions must be instituted in the Circuit Court of the County of Escambia, State of Florida. This section shall not be interpreted as a pledge of ad valorem tax or other revenues by the City or the Agency. In the event that the Developer fails to construct the Developer Facilities in accordance with this Agreement, then any Redevelopment Incentive paid by the City or Agency to the Developer shall become due and payable to the Agency within 30 days' notice of default, subject any period to cure default.

D. Waiver. Failure or delay in giving Notice of Default or seeking enforcement of this Agreement, shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by another party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

**Section 6.3** Termination of Agreement in Full. This Agreement shall terminate upon the later of: i) the issuance of the Warranty Bond defined in Section G.4 above and payment of the Redevelopment Incentive to the Developer or ii) the completion of the Developer Facilities as evidenced by a certificate of occupancy issued by the City; provided, however, obligations as to maintenance, warranty and indemnity imposed by this Agreement will survive and continue beyond the termination of this Agreement as specifically provided herein.

## **ARTICLE 7** **MISCELLANEOUS**

**Section 7.1** Notices. Unless otherwise specifically provided herein, all notices, demands, requests for approvals or other communications which may be or are required to be given by any party to the others shall be made in writing and shall be deemed given and delivered on the date delivered in person, faxed, or e-mailed, or on the on the date mailed by registered or



certified mail, postage prepaid, return receipt requested, and addressed:

To the City: City of Pensacola  
222 W. Main St.  
Pensacola, Florida 32502  
Attention: City Administrator

With copy to: Office of the City Attorney  
City of Pensacola  
222 W. Main St.  
Pensacola, Florida 32502

To the Agency: Community Redevelopment Agency of the City of Pensacola  
222 W. Main St.  
Pensacola, Florida 32502  
Attention: CRA Manager

To the Developer: 200 West Garden, LLC  
c/o John R. Buzzell  
6859 Jefferson Highway, Suite A  
Baton Rouge, LA 70806

97 Spring Condos, LLC  
c/o John R. Buzzell  
6859 Jefferson Highway, Suite A  
Baton Rouge, LA 70806

With a copy to: Phelps Dunbar, LLP  
c/o Randy P. Roussel and Trevor J. Haynes  
400 Convention Street, Suite 1100  
Baton Rouge, Louisiana 70802

The addresses to which notices are to be sent may be changed from time to time by a written notice of such change from the party changing its address delivered to the other parties. Until such a notice is received, a party may rely upon the last address received for the other party.

## **Section 7.2      Consents and Approvals.**

(A) All consents and approvals which may be given under this Agreement shall, as a condition of their effectiveness, be in writing. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any other act, except as expressly set forth herein to the

contrary.

(B) Unless expressly provided otherwise, all consents and approvals which may be given by a party under this Agreement shall not (whether or not so indicated elsewhere in this Agreement) be unreasonably withheld, delayed, or conditioned by such party and shall be given or denied within a reasonable time. Upon disapproval of any request for a consent or approval, the disapproving party shall, together with notice of such disapproval, submit to the requesting party a written statement setting forth with specificity its reasons for such disapproval.

Any amendments to this Agreement will require the approval of the Developer, the City Council for the City and the governing body of the Agency.

**Section 7.3      Invalid Provisions.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Agreement can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

**Section 7.4      Applicable Law and Construction.** The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. The submission of this document to the parties for examination thereby does not constitute an offer to buy, or a reservation of or operation for the Project, the Project Site, or any part thereof. This Agreement has been negotiated by the City, Agency and the Developer, and this Agreement, including the appendices, and each of them, the City, the Agency, and the Developer shall be deemed to have participated in the preparation thereof.

**Section 7.5      Submission to Jurisdiction.**

A. Each party to this Agreement hereby submits to the jurisdiction of the State of Florida, Escambia County and the courts thereof for the purposes of any suit, action or other proceeding arising out of or relating to this Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

B. If at any time during the term of this Agreement, the Developer is not a resident of the State of Florida or has no officer, employee, or agent thereof available for service of process who is a resident of the State of Florida, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, employee, agent, or general partner available for service of process in the State of Florida, the Developer for itself and its successors or assigns hereby designates the Secretary of State of the State of Florida as its agent for the service of process in any court action between it and the City or the Agency arising out of or related to this Agreement and such service shall be made as provided by the laws of the State of Florida for service upon a nonresident; provided, however, that at the time

of service on the Secretary of State, a copy of such service shall be mailed by prepaid, registered mail, return receipt requested, to the Developer at the address for notices as provided in Section 7.1 hereof.

**Section 7.6**      **Complete Agreement.** This Agreement, including the Appendices, and all of the terms and provisions contained herein, constitute the full and complete agreement between the parties hereto, and supersedes and controls over any and all prior agreements, understandings, representations, and statements, whether written or oral, made with regard to the matters addressed by this Agreement. This Agreement can be modified or amended only by a writing signed by all parties hereto.

**Section 7.7**      **Captions.** The section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any article or section hereof.

**Section 7.8**      **Successors, Assigns and Grantees.** The terms herein contained shall bind and inure to the benefit of the City, the Agency, the Developer and its successors and assigns, except as may be otherwise specifically provided herein.

**Section 7.9**      **Holidays.** It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given or done on a Saturday or Sunday or on a legal holiday observed in the City of Pensacola, Florida, it shall be postponed to the next following business day not a Saturday, Sunday, or legal holiday.

**Section 7.10**      **Appendices.** Each Appendix referred to in and attached to this Agreement is an essential part of this Agreement. The Appendices, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of and incorporated within this Agreement.

**Section 7.11**      **No Brokers.** The City, the Agency and the Developer hereby represent, agree and acknowledge that no real estate broker or other person is entitled to claim or to be paid a commission solely as a result of the execution and delivery of this Agreement.

**Section 7.12**      **Developer Not Agent of Agency or City.** The Developer and any contractor hired by Developer are not individually or collectively and shall not be deemed to be individually or collectively an agent or contractor of the Agency or the City, and are not subject to nor shall be required to comply with any laws, ordinances, regulations, orders, or policies of or applicable to the Agency or the City applicable or relating to public works projects of the Agency or the City or contractors retained by the Agency or the City for such types of projects. Nothing contained in this Agreement shall be construed or deemed to name, designate, or cause (either directly or indirectly) the Developer, or any contractor thereof, to be an agent for the Agency or the City.

**Section 7.13**      **Public Purpose.** This Agreement satisfies, fulfills, and is pursuant to

and for a public purpose and municipal purpose and is in the public interest, and is a proper exercise of the City's and Agency's redevelopment powers and authority under the Act.

**Section 7.14      Technical Amendments.** The Mayor, Chair of the Agency, and his or her respective designee, as to the City and Agency, are authorized to approve such changes and to execute amendments to this Agreement to address technical terms or correct scrivener's errors and to make and incorporate such amendments and corrections to this Agreement, or any Appendix hereto, or any other agreement contemplated hereby. Any such amendments or corrections shall require notice to, and approval of, the Developer.

**Section 7.15      Agreement Not a Chapter 86-191 Laws of Florida Development Agreement.** The City, Agency, and the Developer acknowledge and agree that it is their mutual intent that this Agreement, including any Appendix, is an agreement contemplated by Part III, Chapter 163, Florida Statutes, and is not a development agreement described in Sections 163.3220-163.3243, Florida Statutes, originally enacted as Chapter 86-191, Laws of Florida, entitled the "Local Government Development Agreement Act." Nothing herein shall be construed as a development approval or to convey development rights upon the Developer.

**Section 7.16      Third Parties.** This Agreement is solely for the benefit of the Developer, the City, and the Agency, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Developer, the City, and the Agency any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. Nothing contained in this Agreement shall limit or impair the Developer's right to protect its rights from interference by a third party.

**Section 7.17      Waiver of Jury Trial.** Each party hereto waives all right to trial by jury in any claim, action, proceeding or counterclaim the party may have against the other parties hereto regarding any matters arising out of or in any way connected with this Agreement.

**Section 7.18      Compliance with Laws.** The Developer will be solely responsible for obtaining all permitting, zoning, building, and other approvals required in conjunction with the proposed Project. The City agrees to cooperate with Developer with respect to obtaining any required approvals; however in entering into this Agreement the City expressly reserves its police power to review and determine all requested zoning and permit approvals in accordance with the City's obligations under federal, state, and local law. The Developer is responsible at all times for complying with all applicable federal, state, and local laws.

**Section 7.19      Severability.** If any portion of any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced

to the fullest extent determined by law.

**Section 7.20**      **Time of Essence.** Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings, and conditions to be performed hereunder by the parties.

**Section 7.21**      **Effective Date.** The Effective Date of this Agreement shall be the day and year first above written.

**Section 7.22**      **Waiver of Consequential Damages.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST OPPORTUNITY OR LOST PROFITS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND NO MULTIPLIER OR SIMILAR CONCEPT SHALL BE APPLIED FOR PURPOSES OF CALCULATING LOSSES.

**Section 7.23**      **Developers Commitment to Fully Perform.** As a material condition of this Agreement, the Developer commits to construction of the Developer Facilities in accordance with this Agreement both upon, and subsequent to, issuance of the Redevelopment Incentive. Failure to complete the Developer Facilities in accordance with this Agreement may be deemed a default under this Agreement by the Developer, the sole remedy of which shall be the return of the Redevelopment Incentive paid to the Developer, if any, to the City and/or Agency.

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## **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**

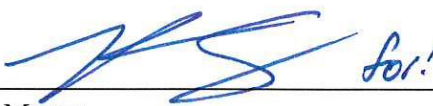
**[PUBLCRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLCRECORDS@CITYOFPENSACOLA.COM)**

**222 WEST MAIN STREET, PENSACOLA, FL 32502**

IN WITNESS WHEREOF, the City, the Agency and the Developer, by and through the undersigned, have entered into this Master Redevelopment Agreement as of the day and year first above written.

THE CITY OF PENSACOLA, FLORIDA

[Seal]

By:  for!  
Mayor

Attest:

  
City Clerk

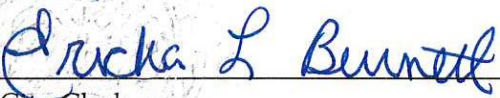
IN WITNESS WHEREOF, the City, the Agency and the Developer, by and through the undersigned, have entered into this Master Redevelopment Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF PENSACOLA

[Seal]

By:  \_\_\_\_\_  
Chair (Vice)

Attest:

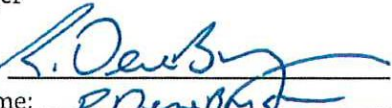
 \_\_\_\_\_  
City Clerk



IN WITNESS WHEREOF, the City, the Agency and the Developer, by and through the undersigned, have entered into this Master Redevelopment Agreement as of the day and year first above written.

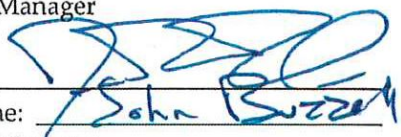
200 WEST GARDEN, LLC,  
a Louisiana limited liability company

By: 200 West Garden Development, LLC  
Its: Manager

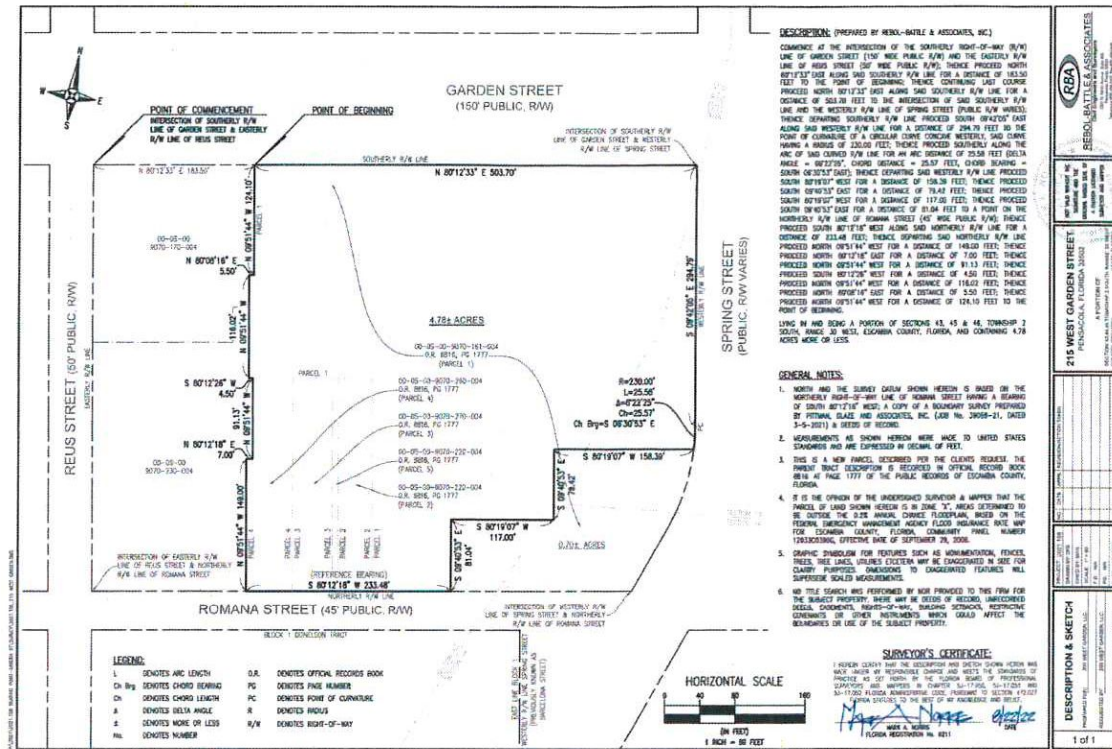
By:   
Name: R. Denby  
Its: Manager

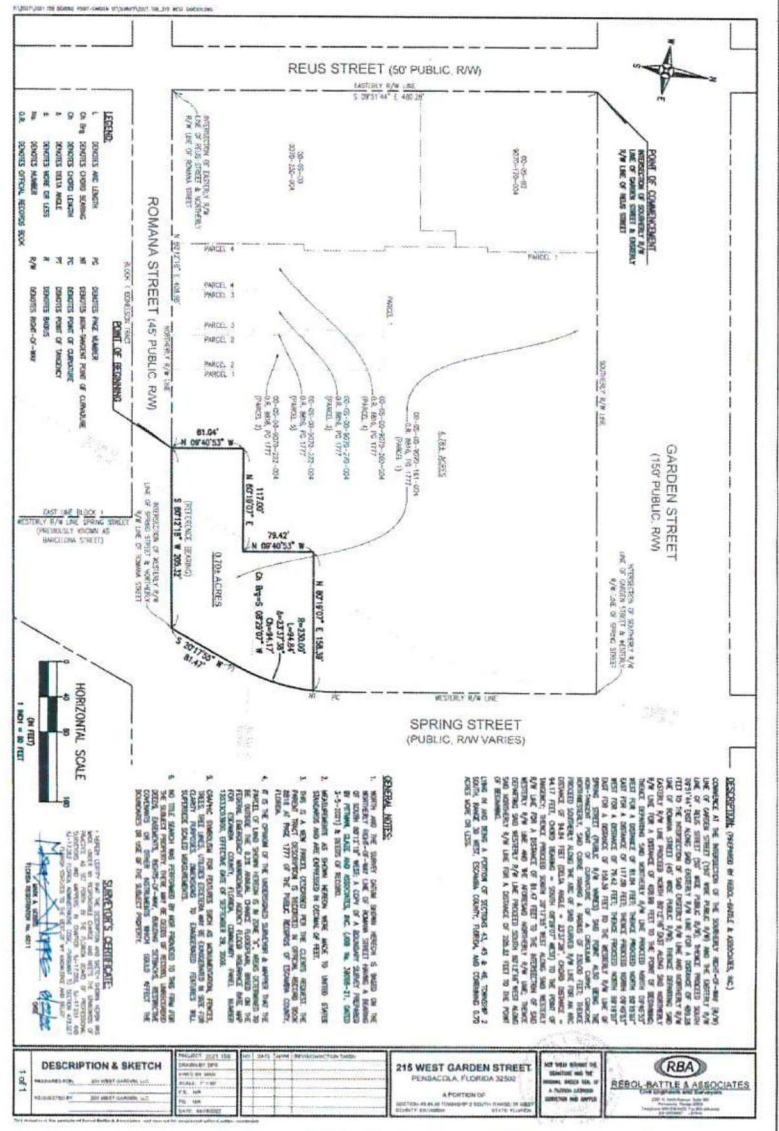
97 SPRING CONDOS LLC,  
a Louisiana limited liability company

By: 200 West Garden, LLC  
Its: Member

By: 200 West Garden Development, LLC  
Its: Manager  
By:   
Name: John Buzza  
Its: Manager

## DEVELOPER PARCELS







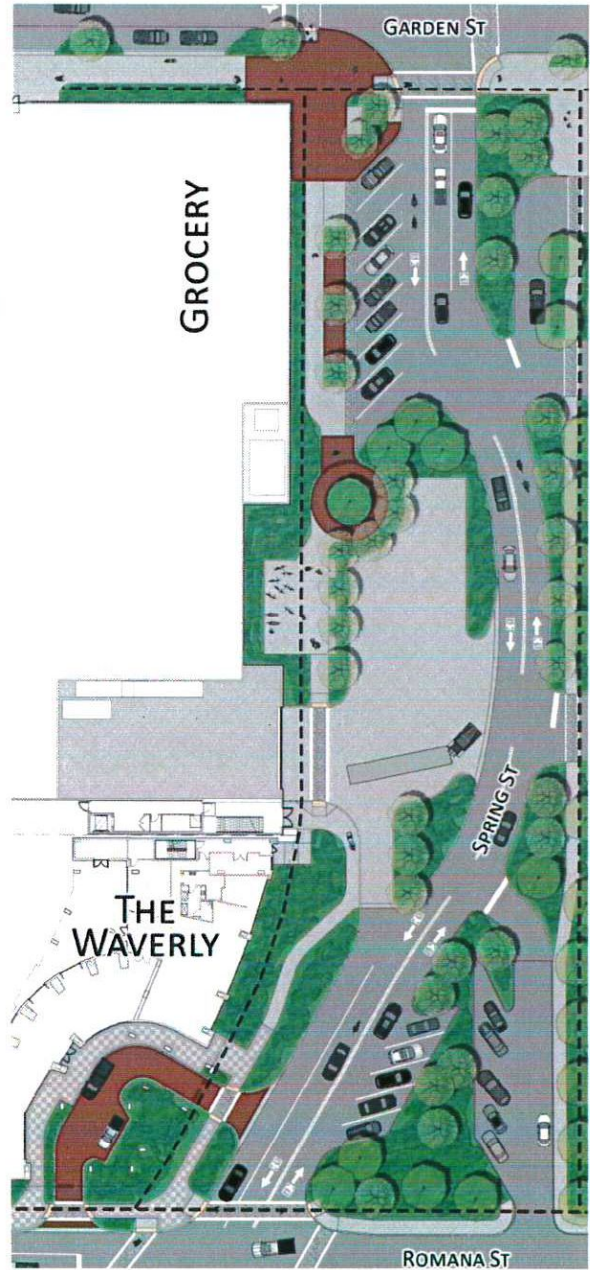
## APPENDIX B

### CONCEPTUAL PROJECT PLAN

SPRING ST (GARDEN ST - ROMANA ST)  
EXISTING CONDITION



PROPOSED CONCEPT





# APPENDIX C

## PROJECT COST ESTIMATE







5/7/2022

Conceptual Budget

Spring Street Right-of-Way

Garden St to Romana St

| Landscape                | Description                      | Unit     | Qty   |    |                |
|--------------------------|----------------------------------|----------|-------|----|----------------|
|                          | Tree - 4" DBH                    | ea       | 60    | \$ | 110,000        |
|                          | Shrubs - 1 Gal                   | ea       | 880   | \$ | 13,200         |
|                          | Shrubs - 3 Gal                   | ea       | 1,500 | \$ | 34,000         |
|                          | Irrigation                       | lump     | 1     | \$ | 40,000         |
|                          |                                  |          |       | \$ | 197,200        |
|                          |                                  |          |       |    | Sub-Total      |
| Civil Site               | Description                      | Unit     | Qty   |    |                |
|                          | Curb-D/ Curb-Ribbon              | ln ft    | 2,005 | \$ | 40,100         |
|                          | Concrete 4" - Pedestrian         | sq ft    | 3,518 | \$ | 75,000         |
|                          | Concrete 6" - Vehicular          | sq ft    |       | \$ | -              |
|                          | Asphalt Patchwork                | sq yd    | 100   | \$ | 5,000          |
|                          | Asphalt w/ Base                  | sq yd    | 2,761 | \$ | 140,000        |
|                          | Subgrade Prep                    | sq yd    | 450   | \$ | 15,000         |
|                          | Cut to Grade/Haul                | cu yd    | 500   | \$ | 10,000         |
|                          | Select Fill Haul/Place/Compact   | cu yd    | 500   | \$ | 20,000         |
|                          | Final Grade                      | lump     |       | \$ | 15,000         |
|                          | Stripe Thermo                    | ln ft    | 1,100 | \$ | 25,000         |
|                          |                                  |          |       | \$ | 345,100        |
|                          |                                  |          |       |    | Sub-Total      |
| Utilities/<br>Electrical | Description                      | Unit     | Qty   |    |                |
|                          | Underground Utility Distribution | lump     | 1     | \$ | 225,000        |
|                          | Overhead Utility Demolition      | lump     | 1     | \$ | 25,000         |
|                          | Sewer Services                   | lump     | 1     | \$ | 30,000         |
|                          | Storm Drainage                   | lump     | 1     | \$ | 150,000        |
|                          | Curb Inlets/Boxes/Manholes       | lump     | 1     | \$ | 15,000         |
|                          |                                  |          |       | \$ | 445,000        |
|                          |                                  |          |       |    | Sub-Total      |
| Landscape<br>Site        | Description                      | Unit     | Qty   |    |                |
|                          | Paver - Pedestrian               | sq ft    | 5,672 | \$ | 75,000         |
|                          | Paver - Vehicular                | sq ft    | 8,405 | \$ | 390,000        |
|                          | Signage / Wayfinding             | ea       | 5     | \$ | 20,000         |
|                          | Landscape Tree Up-Lighting       | ea       | 120   | \$ | 55,000         |
|                          | Planters                         | ea       | 19    | \$ | 10,000         |
|                          |                                  |          |       | \$ | 550,000        |
|                          |                                  |          |       |    | Sub-Total      |
| FFE                      | Description                      | Unit     | Qty   |    |                |
|                          | Bench - 1                        | ea       | 4     | \$ | 10,000         |
|                          | Utter Receptacle                 | ea       | 4     | \$ | 15,000         |
|                          | Bollard Decorative               | ea       | 8     | \$ | 15,000         |
|                          | Bike Racks                       | ea       | 2     | \$ | 10,000         |
|                          |                                  |          |       | \$ | 50,000         |
|                          |                                  |          |       |    | Sub-Total      |
| Lighting                 | Description                      | Unit     | Qty   |    |                |
|                          | Street Light - City Standard     | ea       | 8     | \$ | 220,000        |
|                          |                                  |          |       | \$ | 220,000        |
|                          |                                  |          |       |    | Sub-Total      |
| General                  | Description                      | Quantity |       |    |                |
|                          | Permitting                       | 1        |       | \$ | 15,000         |
|                          | Matl Testing (ac)                | 1        |       | \$ | 10,000         |
|                          | Mobilization & Layout (ac)       | 1        |       | \$ | 75,000         |
|                          | Clearing & Demo (ac)             | 1        |       | \$ | 80,000         |
|                          | Traffic Control (ea)             | 1        |       | \$ | 50,000         |
|                          | Erosion Control (sf)             | 1        |       | \$ | 25,000         |
|                          |                                  |          |       | \$ | 255,000        |
|                          |                                  |          |       |    | Sub-Total      |
|                          |                                  |          |       | \$ | 2,062,300      |
|                          |                                  |          |       |    | Site Sub-Total |
|                          | CONTRACTOR CONTINGENCY           | 15.00%   |       | \$ | 309,345        |
|                          |                                  |          |       | \$ | 2,371,645      |
|                          |                                  |          |       |    | PROJECT TOTAL  |

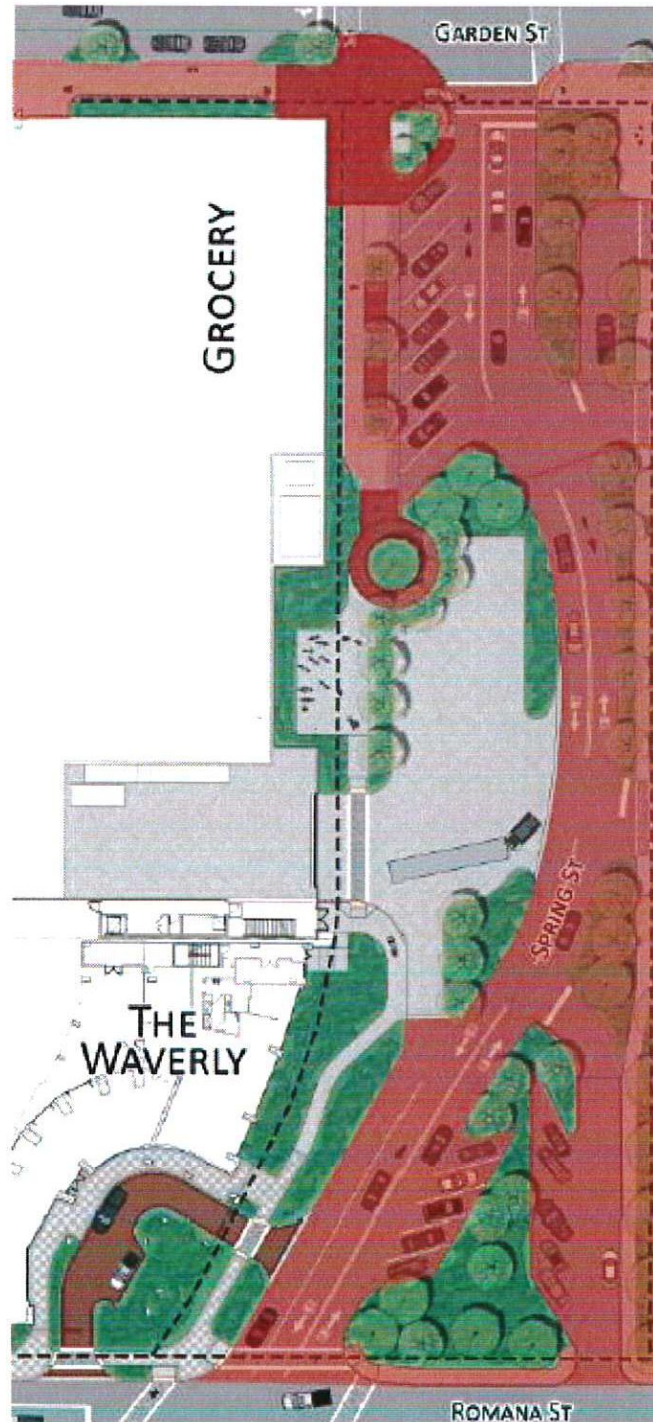
## APPENDIX D

### PROJECT SCHEDULE

| Component                                                                                  | Date             |
|--------------------------------------------------------------------------------------------|------------------|
| Projected grocery, parking deck, and Streetscape Improvements / Project construction start | Summer 2023      |
| Projected sitework complete and vertical start                                             | Winter 2024      |
| Projected condominium tower starts                                                         | Spring 2024      |
| Projected grocery, parking deck, and Streetscape Improvements / Project delivery           | Winter 2025      |
| Projected clubhouse and first multifamily unit delivery                                    | Spring 2025      |
| Projected condominium construction complete                                                | End of Year 2025 |
| Projected final multifamily unit delivery                                                  | Winter 2026      |
| Projected multifamily construction complete                                                | Spring 2026      |

## APPENDIX E

### MAINTENANCE RESPONSIBILITY



E-1



**RESOLUTION  
NO. 2023-03 CRA**

**A RESOLUTION OF THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE URBAN CORE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING EXECUTION OF A MASTER REDEVELOPMENT AGREEMENT BETWEEN THE AGENCY, THE CITY OF PENSACOLA, FLORIDA, 200 WEST GARDEN LLC AND 97 SPRING CONDOS LLC, PROVIDING FOR THE REDEVELOPMENT OF CERTAIN PROPERTY LOCATED IN THE REDEVELOPMENT AREA CONSISTING OF RIGHT OF WAY, STREETSCAPE IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE GOVERNING BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:**

**SECTION 1. AUTHORITY.** This Resolution is adopted pursuant to and under the authority of the Community Redevelopment Act of 1969 codified in Part III, Chapter 163, Florida Statutes, and other applicable provisions of law.

**SECTION 2. FINDINGS.** It is hereby ascertained, determined, and declared that:

(A) Pursuant to Resolution No. 54-80 adopted by the City Council of the City of Pensacola, Florida (the "City Council") on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council found and determined that an area designated therein as the "Pensacola Inner City" is a blighted area as therein described, that a combination of rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary, that there exists a need for a community redevelopment agency to function in the City to carry out community redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes (the "Act"), and that the Pensacola Inner City is appropriate for community redevelopment projects and is thereby designated a community redevelopment area.

(B) Pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, and as readopted and reaffirmed pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council declared itself to be the "Community Redevelopment Agency" (THE "agency") in the City and vested all rights, powers, duties, privileges and immunities vested in a community redevelopment agency pursuant to the Act in the City Council.

(C) Pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Core Community Redevelopment Area" (the "Redevelopment Area") is a blighted area as therein described and that the rehabilitation, conservation and redevelopment is necessary and in the public interest.

(D) Pursuant to Ordinance No. 13-84 enacted by the City Council on March 8, 1984, the Urban Core Community Redevelopment Trust Fund was established into which an amount equal to the tax increment paid by each taxing authority each year is deposited in accordance with section 163.387, Florida Statutes, for the purpose of financing community redevelopment in the Redevelopment Area (the "Tax Increment").



(E) On January 14, 2010, the City Council adopted Resolution No. 02-10 approving an "Urban Core Community Redevelopment Plan 2010" for the Redevelopment Area (as may be further amended from time to time, the "Redevelopment Plan").

(F) 200 West Garden LLC and 97 Spring Condos LLC (collectively, the "Developer") own certain parcels of real property located at the corner of Garden and Spring Streets, as further described in the form of Master Redevelopment Agreement attached hereto as Appendix A (the "Master Redevelopment Agreement") which parcels are within the boundaries of Redevelopment Area (the "Developer Parcels").

(G) The Developer is undertaking redevelopment of the Developer Parcels with various uses which include approximately 328 residential rental units, a large-scale grocery retail space, two pocket parks, and a multi-level structured parking facility including approximately 175 ungated parking spaces (collectively, the "Developer Facilities"), all of which are generally contemplated by and are objectives of the Redevelopment Plan.

(H) The Developer desires to redevelop and improve the Spring Street right of way from Garden Street to Romana Street, which is a City right of way (the "Public Right of Way"), in conjunction with development and redevelopment of the Developer Parcels which are adjacent or in close proximity to the Public Right of Way.

(I) The Developer has proposed to the City and the Agency that it will undertake all of the design, site work, construction, and landscaping to modify the Public Right of Way and adjoining areas with streetscape improvements so that it is more walkable and pedestrian friendly and to include certain aesthetic enhancements (collectively, the "Project") as further described in the Master Redevelopment Agreement.

(J) The total estimated cost of the Project is \$2,371,645.00, a breakdown of which is included in the Project Cost Estimate included in the Master Redevelopment Agreement.

(K) The Developer has represented to the City and the Agency that it is willing to pay a substantial portion of the costs of the Project but will require financial assistance from the City and the Agency to undertake and complete the Project as herein set forth.

(L) The financial assistance to be provided by the City and Agency includes a grant in an amount not to exceed \$1,482,278.00, all or a portion of which will be funded with Tax Increment generated within the Urban Core Community Redevelopment Area (the "Redevelopment Incentive").

(M) The financial assistance to be provided by the City and the Agency as an inducement for installation and construction of the Project will result in creation of a vibrant, attractive and pedestrian friendly destination for residents and visitors of the Redevelopment Area.

(N) The Developer has proposed that it will install and construct the Project in conjunction with redevelopment of the Developer Parcels.

(O) The Developer Facilities are reasonably expected to generate substantial ad

valorem and sales tax revenues through the term of the Redevelopment Plan and beyond.

(P) The Project is expected to act as a catalyst for additional high-quality redevelopment in the Redevelopment Area, thus significantly benefiting the City's economy and its citizens and significantly advancing the community redevelopment objectives set forth in the Act and the Redevelopment Plan.

(Q) The construction phase of the Developer Facilities and the Project is expected to create local jobs stemming from construction related activities, and upon completion, the Project is expected to create local jobs related to operation of the residential and commercial uses.

(R) Construction and operation of the Developer Facilities and Project is further expected to stimulate economic development in the City and the Redevelopment Area and to materially benefit the City and residents of the Redevelopment Area, the taxing authorities which contribute Tax Increment and their respective residents for many reasons, including but not limited to the increased direct and indirect funds that will be received from ad valorem tax revenue, sales tax revenue, utility revenue, and other revenues.

(S) The Agency therefore has an interest in the diverse economic benefits which would be created through construction of the Project and redevelopment of the Developer Parcels.

(T) The Agency desires to facilitate the successful construction of the Project in order to realize the public and community redevelopment benefits identified herein.

(U) Provision of the Project is a valid and important public purpose in light of the need to redevelop the land within the Redevelopment Area, and the City and the Agency are authorized by the Act to expend Tax Increment proceeds in furtherance of the community redevelopment objectives of remedying blight and preserving and enhancing the tax base.

(V) The Agency hereby determines that the economic incentives and contributions contemplated herein are an advantageous means of inducing construction of the Project and which will serve a valid and paramount public purpose in that: (1) construction of the Project will directly promote redevelopment in the Redevelopment Area, as well as the overall economy of the City; (2) the Project will further the development of residential and commercial activities in the Redevelopment Area, thereby achieving essential objectives of the Redevelopment Plan and providing a more balanced and stable area economy and increased opportunities for gainful employment; (3) construction of the Project will stimulate and promote redevelopment in the Redevelopment Area as a whole; and (4) all economic incentives will be used for the public purposes described herein.

(W) The Agency now desires to approve and authorize execution of the Master Redevelopment Agreement in order to provide for installation and construction of the Project in furtherance of meeting the redevelopment goals and objectives set forth in the Redevelopment Plan.

(X) The Agency hereby determines that it is necessary and in the best interests of the health, safety and welfare of the City and its inhabitants that the City make a grant to the Developer in the form of the Redevelopment Incentive to facilitate installation and construction of the Project, and that the Project shall constitute and serve the purposes of "community redevelopment" within the meaning and in accordance with the Act.

(Y) The Master Redevelopment Agreement has been prepared and reviewed by the Agency, the City and the Developer, and all are desirous of entering into the agreement to effectuate redevelopment of the Project Site upon the terms and conditions as set forth therein.

### **SECTION 3. APPROVAL OF MASTER REDEVELOPMENT AGREEMENT.**

(A) The Master Redevelopment Agreement, in substantially the form attached hereto as Appendix A, is hereby approved.

(B) The Chairperson of the Agency is authorized and directed to execute and deliver, and the City Clerk is authorized to attest, the Master Redevelopment Agreement, with such omissions, insertions, and variations as may be necessary and/or desirable and approved in consultation with the City Attorney prior to the delivery thereof, with such necessity and/or desirability and approval to be evidenced by the execution and delivery thereof, and to execute and deliver any and all papers and instruments to do and cause to be done all acts and things necessary or proper for carrying out the actions contemplated by this Resolution and the Master Redevelopment Agreement between the parties authorized hereunder.

**SECTION 4. RATIFICATION AND CONFIRMATION.** Based upon the findings herein, the Redevelopment Plan, and the public purpose advanced by redevelopment of the Redevelopment Area, all prior actions by the Agency associated with advancing redevelopment of the Project Site are in the public interest, serve public purposes and provide for accomplishing community redevelopment consistent with the Redevelopment Plan. The findings herein and all prior actions and plans of the Agency associated with redevelopment of the Project Site are hereby ratified and confirmed.

**SECTION 5. SEVERABILITY.** If any one or more of the provisions of this Resolution should be held contrary to any express provision of law or shall for any reason whatsoever be held invalid by a court of competent jurisdiction, then such provisions shall be null and void and shall be deemed separate from the remaining provisions of this Resolution.

**SECTION 6.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 7.** This resolution shall become effective immediately upon adoption.

Adopted: 5/4/2023  
Approved: [Signature]  
Vice-Chairperson, CRA

Attest:

[Signature]  
City Clerk

**APPENDIX A**  
**FORM OF MASTER REDEVELOPMENT AGREEMENT**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company

200 WEST GARDEN, LLC

### Filing Information

**Document Number** M23000004606

**FEI/EIN Number** NONE

**Date Filed** 04/10/2023

**State** LA

**Status** ACTIVE

### Principal Address

215 W. GARDEN ST.  
PENSACOLA, FL 32502

### Mailing Address

6859 JEFFERSON HWY., STE. A  
BATON ROUGE, LA 70806

### Registered Agent Name & Address

SCHULTZ, KERRY ANNE  
2779 GULF BREEZE PKWY.  
GULF BREEZE, FL 32563

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

200 WEST GARDEN DEVELOPMENT, LLC  
6859 JEFFERSON HWY, STE. A  
BATON ROUGE, LA 70806

### Annual Reports

**No Annual Reports Filed**

### Document Images

[04/10/2023 -- Foreign Limited](#) [View image in PDF format](#)





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
97 SPRING CONDOS LLC

### Filing Information

**Document Number** M22000008928  
**FEI/EIN Number** APPLIED FOR  
**Date Filed** 06/08/2022  
**State** LA  
**Status** ACTIVE

### Principal Address

6859 JEFFERSON HWY STE A  
BATON ROUGE, LA 70806

### Mailing Address

6859 JEFFERSON HWY STE A  
BATON ROUGE, LA 70806

### Registered Agent Name & Address

SCHULTZ , KERRY ANNE, ESQ.  
2779 GULF BREEZE PKWY  
GULF BREEZE, FL 32563

Name Changed: 03/08/2023

### Authorized Person(s) Detail

#### **Name & Address**

Title MBR

BRYSON, ROGER  
6859 JEFFERSON HWY STE A  
BATON ROUGE, LA 70806

Title MBR

BUZZELL, JOHN  
6859 JEFFERSON HWY STE A  
BATON ROUGE, LA 70806

### Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2023        | 03/08/2023 |

**Document Images**

|                                             |                                          |
|---------------------------------------------|------------------------------------------|
| <a href="#">03/08/2023 -- ANNUAL REPORT</a> | <a href="#">View image in PDF format</a> |
|---------------------------------------------|------------------------------------------|

|                                               |                                          |
|-----------------------------------------------|------------------------------------------|
| <a href="#">06/08/2022 -- Foreign Limited</a> | <a href="#">View image in PDF format</a> |
|-----------------------------------------------|------------------------------------------|

Florida Department of State, Division of Corporations



e.g. 123456789, Smith Corp

Entity

Entity Name

200 West Garden LLC

### Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

### Location

Status

✓ Active

☐ Inactive

Reset ↺



## No matches found

Your search did not return any results for active records.

Would you like to include inactive records in your search results?

**Search inactive**

**Go back**

e.g. 123456789, Smith Corp

Entity



Entity Name

97 Spring Condos LLC



Unique Entity ID

e.g. HTYR9YJHK65L

CAGE / NCAGE

Location



Status



Active



Inactive

Reset



## No matches found

Your search did not return any results for active records.

Would you like to include inactive records in your search results?

Search inactive

Go back

**FIRST AMENDMENT TO MASTER REDEVELOPMENT AGREEMENT  
(SPRING STREETSCAPE PROJECT – GARDEN TO ROMANA)**

**THIS FIRST AMENDMENT TO MASTER REDEVELOPMENT AGREEMENT (SPRING STREETSCAPE PROJECT – GARDEN TO ROMANA)** ("Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and among the **CITY OF PENSACOLA, FLORIDA**, a municipal corporation (the "City"), the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA**, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes, (the "Agency"), **200 WEST GARDEN, LLC**, a Louisiana limited liability company "200 West"), and **97 SPRING CONDOS LLC**, a Louisiana limited liability company ("97 Spring" and, together with 200 West, the "Developer").

**WITNESSETH:**

**WHEREAS**, the City, Agency, 200 West, and 97 Spring entered into that certain Master Redevelopment Agreement (Spring Streetscape Project – Garden to Romana), dated as of May 19, 2023 (the "Agreement"), in order to provide for the installation and construction of the Project in furtherance of meeting the redevelopment goals and objectives set forth in the Redevelopment Plan; and

**WHEREAS**, the Developer has requested that the City and Agency agree to extend certain deadlines and related timelines contained in the Agreement related to Developer's development of the Project; and

**WHEREAS**, the City, Agency, 200 West, and 97 Spring are amenable to so amending the Agreement, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**AGREEMENT**

1. Unless otherwise set forth herein, all capitalized terms used herein shall have the same meaning as set forth in the Agreement. All of the above recitals are hereby incorporated into this Amendment.

2. The definition of "Commencement Date" and "Preconstruction Period" in Section 1.1 of the Agreement are hereby deleted in their entirety and replaced as follows:

"Commencement Date" means the date when the Developer begins the installation and construction of the Project and/or Developer Facilities, occurring not later than June 30, 2025 (unless extended by consent and agreement of the parties or by Force Majeure or Approval Delay), as evidenced by a written Notice of Commencement

provided to the CRA Manager.

"Preconstruction Period" means the period of time commencing upon the Effective Date of this Agreement and ending upon the Commencement Date, which shall not exceed June 30, 2025 (unless extended by consent and agreement of the parties, which consent and agreement by the parties shall not be unreasonably withheld, conditioned or delayed, or by Force Majeure or Approval Delay).

3. Section 2.4.D.4 of the Agreement is hereby deleted in its entirety and replaced as follows:

The Developer shall achieve substantial completion of the 328 residential units in accordance with this Agreement within thirty (30) months of the Completion Date of the Project. A certificate of occupancy issued by the City shall evidence substantial completion of the residential rental units. Should the Developer fail to achieve substantial completion of the residential rental units as required in this part, then the Redevelopment Incentive shall be withdrawn from the escrow account described in Section 2.4.D.3 and returned to the Agency pursuant to Section 6.2.C below.

4. The Project Schedule attached as Appendix D to the Agreement is hereby deleted in its entirety and replaced with the form of Project Schedule attached hereto as Exhibit A.

5. Except as amended and modified hereby, the terms, provisions, and conditions of the Agreement remain, and shall remain, in full force and effect and enforceable as written.

6. The laws of the State of Florida shall govern the validity, performance and enforcement of this Amendment.

7. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as to any party whose signature appears hereon, and all of which shall constitute one in the same instrument. This Amendment shall become binding when one or more counterparts hereof, individually or taken together, shall bear all signatures to this Amendment. Each of the parties hereto has the right to rely on a fax or email signature from the other party, the same as having received an original counterpart.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the City, the Agency and the Developer, by and through the undersigned, have entered into this First Amendment to Master Redevelopment Agreement as of the day and year first above written.

**THE CITY OF PENSACOLA, FLORIDA**

[Seal]

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**IN WITNESS WHEREOF**, the City, the Agency and the Developer, by and through the undersigned, have entered into this First Amendment to Master Redevelopment Agreement as of the day and year first above written.

**COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF PENSACOLA**

[Seal]

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
City Clerk

**IN WITNESS WHEREOF**, the City, the Agency and the Developer, by and through the undersigned, have entered into this First Amendment to Master Redevelopment Agreement as of the day and year first above written.

**200 WEST GARDEN, LLC,  
a Louisiana limited liability company**

By: 200 West Garden Development, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Manager

**97 SPRING CONDOS LLC,  
a Louisiana limited liability company**

By: 200 West Garden, LLC  
Its: Member

By: 200 West Garden Development, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Manager

**Exhibit A**

**APPENDIX D**

**PROJECT SCHEDULE**

|                                                                               |                |
|-------------------------------------------------------------------------------|----------------|
| Projected grocery, parking deck, and Streetscape Improvements/Project start   | June 2025      |
| Projected sitework complete and vertical start                                | December 2026  |
| Projected condominium tower starts                                            | December 2026  |
| Projected grocery, parking deck, and Streetscape Improvement/Project delivery | September 2027 |
| Projected clubhouse and first multifamily unit delivery                       | December 2027  |
| Projected final multifamily unit delivery and construction complete           | June 2028      |





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 24-1161

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

AMENDMENT NO. 1 TO LEASE AGREEMENT AT 2305 W CERVANTES STREET

**RECOMMENDATION:**

That City Council approve Amendment No. 1 to the real estate lease agreement for 2305 West Cervantes Street with Smith & Henzy Affordable Group as enumerated herein. Further, that City Council authorize the Mayor to take all action necessary to execute and administer the lease agreement, consistent with the Mayor's Executive Powers as granted by City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On June 12, 2023, and June 15, 2023, the City of Pensacola Community Redevelopment Agency (CRA) and City Council, respectively, adopted resolutions approving and authorizing the expenditure of City and CRA funds to acquire 2305 W Cervantes Street in furtherance of Chapter 163, Part III and the 2007 Westside Redevelopment Plan.

A Request for Letters of Interest (RLOI) and Notice of Intent to Dispose (NID) was issued on February 23, 2024, and April 4, 2024 for reuse or redevelopment of the former Pensacola Motor Lodge for attainable rental multifamily housing. Smith & Henzy Affordable Group, Inc. was selected as the development partner and proceeded to submit an application for the Military Installations Request for Applications (RFA) that was issued this past summer, as required by the lease. Unfortunately, their application was unsuccessful. However, the developer is seeking to pursue a subsequent opportunity (RFA 2024-2313, Live Local SAIL Financing for Mixed Income, Mixed Use and Urban Infill Developments) to fund the project.

To align with this RFA the following modifications are necessary:

- Increase the minimum unit count from 84 to 90.
- Modify the AMI mix to 40%-60% AMI vs. 30%-80% AMI
- Dedicate 5% of units to youth aging out of foster care vs. homeless veterans

- Incorporate two bedroom units into the unit mix.

Further, the developer has elected to exercise its option for the additional land adjacent to the site addressed as 2301 W Cervantes Street. An amendment to the lease agreement is necessary to allow the developer to submit for the RFA opportunity for this project.

**PRIOR ACTION:**

June 12, 2023 - The CRA adopted Resolution No. 2023-04 CRA authorizing the City to acquire 2305 West Cervantes Street in furtherance of the Westside Redevelopment Plan.

June 15, 2023 - City Council adopted Resolution No. 2023-047 authorizing the City to acquire 2305 West Cervantes Street in furtherance of the Westside Redevelopment Plan.

January 16, 2024 - The CRA authorized staff to issue a Request for Letters of Interest for Reuse or Redevelopment of 2305 West Cervantes Street.

April 8, 2024 - The CRA authorized staff to issue a Notice of Intent to Dispose under Chapter 163, Part III for 2305 West Cervantes Street.

August 5, 2024 - The CRA recommended approval of the Real Property Lease for 2305 West Cervantes Street.

August 8, 2024 - City Council approved the Real Property Lease for 2305 West Cervantes Street.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

N/A

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

**STAFF CONTACT:**

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

**ATTACHMENTS:**

1. First Amendment to Real Property

**PRESENTATION:** No

**FIRST AMENDMENT TO REAL PROPERTY LEASE BETWEEN SMITH & HENZY  
AFFORDABLE GROUP, INC. AND THE CITY OF PENSACOLA, FLORIDA**

THIS FIRST AMENDMENT TO REAL PROPERTY LEASE (this “**First Amendment**”) is made and entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SMITH & HENZY AFFORDABLE GROUP INC., a Florida corporation (the “**Company**”), and the CITY OF PENSACOLA, FLORIDA, a Florida municipal corporation (the “**City**”).

WITNESSETH

WHEREAS, the City and the Company are parties to that certain Real Property Lease at 2305 W. Cervantes Street dated August 14, 2024, relating to that certain real property located at 2305 W. Cervantes Street, Pensacola, Florida, as more particularly described therein (the “**Lease**”); and

WHEREAS, the City and the Company wish to amend certain portions of 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 definition of “Award Deadline” found in Section 1.01 of the Lease is hereby deleted in its entirety and replaced with the following:

“Award Deadline” means the date that is the earlier to occur of (i) five business days following Invitation to Credit Underwriting, and (ii) July 1, 2025.

2. The following sentence is hereby added as the final sentence of Section 3.01 of the Lease:

The Company shall execute and deliver to the City a document confirming the Commencement Date, in form and substance acceptable to the City, within 14 days following written request for the same from the City.

3. The references to “84” contained in Sections 4.01 and 5.02(b) of the Lease are hereby deleted and replaced with “90”.

4. Section 4.03(f) of the Lease is hereby deleted in its entirety and replaced with the following:

(f) Facilities for social services to provide space dedicated to providing essential services and support to residents.

5. Section 4.05(a) of the Lease is hereby deleted in its entirety and replaced with the following:

(a) Timely submit its application to Request for Application # 2024-213-: SAIL Funding for Mixed Income, Mixed Use, and Urban Infill Developments pursuant to The Live Local Act; 420.50871, F.S. (the “RFA”). Within five business days following submission of such application, the Company shall deliver a full copy of said application to the City, along with all supporting documentation and identification of the full scope of supportive services to be provided at the Project.

6. The reference to “February 1” contained in Section 4.05(b)(ii) of the Lease is hereby deleted and replaced with “July 1”.

7. Section 5.02(a) of the Lease is hereby deleted in its entirety and replaced with the following:

(a) At least 50 percent of the Units shall give a preference to residents that meet the definitions of Active Duty or Veterans below. Additionally, five percent of the total Units shall serve Youth Aging Out of Foster Care as defined below.

8. Section 5.02(a)(ii) of the Lease is hereby deleted in its entirety and replaced with the following:

ii. “Youth Aging Out of Foster Care” means persons in foster care or persons aging out of foster care pursuant to Section 409.1451, Florida Statutes.

9. Sections 5.02(b)(i) and (ii) of the Lease are hereby deleted in their entirety and replaced with the following:

i. At least 9 Units at 40% AMI or below.

ii. At least 81 Units at 60% AMI or below.

10. Section 5.02(b)(iii) of the Lease is hereby deleted in its entirety.

11. Section 6.01(b) of the Lease is hereby deleted in its entirety and replaced with the following:

(b) The Payment is based at least in part upon on the premise that the Company’s “all-in” cost for development, design, and construction of the Project (including, without limitation, all related costs, fees, charges, and expenses of any kind or nature) (“Project Costs”) will equate to \$331,270 per Unit (the “Projected Per Unit Cost”), all as computed at “completed construction” as detailed in Section 4.05(k), above. Actual Project Costs divided by the number of Units in the Project shall be the “Actual Per Unit Cost.” The amount by which the Projected Per Unit Cost exceeds 115% of the Actual Per Unit Cost shall, upon written notice from the

City, be multiplied by the total number of Units and the resulting amount shall be added to and become due and payable to the City as part of the Payment outlined above.

12. The Company has validly exercised its Expansion Option, and, pursuant to Sections 1.01 and 20.22 of the Lease, the Additional Land is hereinafter part of the Land.

13. This First Amendment 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 First Amendment.

14. Capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

15. Except as amended herein, the terms of the Lease shall remain in full force and effect.

[A separate signature page follows.]

**IN WITNESS WHEREOF**, the undersigned have duly executed this First Amendment as of the dates set forth below.

**CITY:**

**COMPANY:**

**CITY OF PENSACOLA,**  
a Florida municipal corporation

**SMITH & HENZY AFFORDABLE  
GROUP INC.,** a Florida corporation

By: \_\_\_\_\_  
D.C. Reeves, Mayor

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Ericka Burnett, City Clerk

Approved as to form

\_\_\_\_\_  
Adam C. Cobb, City Attorney

Approved as to content:

\_\_\_\_\_  
Victoria D'Angelo, CRA Division Manager



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1153

**Agenda Conference**

**12/9/2024**

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN

**RECOMMENDATION:**

That City Council approve an amendment to the 2018 and 2019 HUD Annual Action Plans for the Community Development Block Grant program. Further that the City Council authorize the Mayor to take the actions necessary to effect the Amendment, 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:**

In order to address the timely spendout of Community Development Block Grant (CDBG) funds, staff is recommending an Amendment to the 2018 and 2019 HUD Annual Action Plans to move old year grant funds from the 2018 and 2019 Temporary Relocation Activity to Neighborhood/Facility Improvement Projects in the amount of \$32,100. Additionally, the Amendment will move \$60,000 from the 2019 Housing Rehabilitation (Owner Occupied) activity to \$40,000 for Housing Rehabilitation (Rental) and \$20,000 for Neighborhood/Facility Improvement Projects. Moving these funds will enable these old grant year funds to be spent by fiscal year end. The current CDBG grant has balances available to support temporary relocation and owner occupied rehabilitation activities as needed.

According to the City's approved Citizen Participation Plan for HUD Programs, since this modification increases or decreases the original activity by more than twenty-five percent, it is considered a substantial amendment to the Annual Action Plan. Per HUD regulations and current City policy, amendments to the local government's Annual Action Plan must be advertised to provide for a minimum 30 day public review and comment period prior to implementation of the amended activities or projects. The proposed amendments were advertised in the Pensacola News Journal with comments to be accepted through December 27, 2024. This amendment will go into effect after approval by City Council and the public comment period to allow for full spendout of the old year CDBG program grant by required HUD deadlines so funds will not be returned to HUD.

**PRIOR ACTION:**

July 19, 2018 - City Council Approval of 2018 CDBG Annual Action Plan

July 18, 2019 - City Council Approval of 2019 CDBG Annual Action Plan

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

No impact to City general funds. This action will move funds between eligible CDBG activities in order to spend out the CDBG grant in a timely manner. CDBG funds are already budgeted in the current City budget.

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

Tim Kinsella, City Administrator

David Forte, Deputy City Administrator

Meredith Reeves, Housing Administrator

**ATTACHMENTS:**

1. 2018-2019 CDBG Annual Action Plan Amendment

**PRESENTATION:** No



AMENDMENT TO  
2018 & 2019 ANNUAL ACTION PLANS  
REGARDING THE  
PENSACOLA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The City of Pensacola is proposing amending the 2018 and 2019 Pensacola Annual Action Plans within the CDBG Program including Grant # B-15-UC-12-0012, and B-16-UC-12-0012 in order to reallocate funds between project activities as follows:

| FROM:                                      | GRANT YEAR: |             |
|--------------------------------------------|-------------|-------------|
| Temporary Relocation                       | 2018        | \$17,400.00 |
| Temporary Relocation                       | 2019        | \$14,700.00 |
| TO:                                        |             |             |
| Neighborhood/Facility Improvement Projects | 2018, 2019  | \$32,100.00 |

| FROM:                                      | GRANT YEAR: |             |
|--------------------------------------------|-------------|-------------|
| Housing Rehabilitation (Owner Occupied)    | 2019        | \$60,000.00 |
| TO:                                        |             |             |
| Housing Rehabilitation (Rental)            | 2019        | \$40,000.00 |
| Neighborhood/Facility Improvement Projects | 2019        | \$20,000.00 |

**ACTIVITY INFORMATION:**

Neighborhood/Facility Improvement Projects: Funds to support accessibility planning, design, and improvements to City owned public buildings and facilities to remove architectural barriers. Funds may be expended on neighborhood improvement projects to provide new or updated public facilities or infrastructure improvements within CDBG eligible target areas including planning and design support or in direct support of affordable housing development, to include demolition of blighted structures.

Housing Rehabilitation (Rental): Funds to support rental rehabilitation for small scale developments serving low income tenants. Funding may be prioritized for owners participating in the Section 8 housing choice voucher program.

Comments or questions concerning this amendment are invited through **4:00 p.m. (CST), December 27, 2024**. Interested parties may submit written comments to: City of Pensacola Housing Department, P.O. Box 12910, Pensacola, Florida 32502. Questions may be directed to Meredith Reeves at (850) 858-0311 or [mreeves@cityofpensacola.com](mailto:mreeves@cityofpensacola.com).

The above stated HUD Amendment has been subjected to a minimum 30-day public comment period in compliance with the Local Citizen Participation Plan. Revisions will be effective **December 30, 2024** and will be immediately implemented in accordance with governing HUD Regulations.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 24-1069

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

**AWARD OF CONTRACTS RFP NO. 24-033 THREE (3) YEAR PREPOSITION CONTRACT FOR DISASTER DEBRIS MANAGEMENT SERVICES**

**RECOMMENDATION:**

That City Council approve the ranking of the selection committee for RFP No. 24-033 for Three (3) Year Prepositioned Contract for Disaster Debris Management Services, with D & J Enterprises, Inc. of Auburn, Alabama submitting the best proposal. Further, that City Council award the primary contract for the disaster debris management services to D & J Enterprises Inc., and that secondary contracts be awarded to Roads, Inc. in the event D & J Enterprises is unable to perform the required services or in the event circumstances require more than one firm to adequately respond to a disaster. Finally, that City Council authorize the Mayor to take the actions necessary to execute and administer a contract with each named firm to respond to any disaster or emergency consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required  
Quasi-Judicial Hearing Required  
Public Hearing Required

**SUMMARY:**

The City issued a Request for Proposals (RFP) for a three-year contract for disaster debris management services. The purpose of the RFP is to have a firm available and under contract should a disaster such as a hurricane or flood require extensive collection and removal of storm debris. The RFP was issued so that a selection committee could evaluate and rank the proposals based on the 1) experience and ability of the firm; 2) operational plan; 3) previous experience; 4) financial capability of the firm; 5) MBE/SBE/WBE certification; and 6) project cost (based on required component services and estimated quantities for a sample storm event). The City received proposals from eight firms.

A selection committee was formed to evaluate the proposals. The committee members were Fred Crenshaw, Director of Sanitation Services for the City of Pensacola; Alicia Faller, Senior Accountant for the City of Pensacola; and David Forte, Deputy City Administrator for the City of

Pensacola. The members reviewed the proposals, and based on scoring criteria, the proposals of the firms were ranked in the following order:

1. D & J Enterprise, Inc
2. Roads Inc. of NWF
3. Cere Environmental Services, Inc.
4. CrowderGulf Joint Venture, Inc.
5. Philip & Jordan, Inc.

**PRIOR ACTION:**

None.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

A Notice to Proceed under these contracts would only be issued in the event of a substantial disaster, at which time the City could anticipate some level of FEMA and State funding for the removal of storm debris.

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

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
David Forte, Deputy City Administrator  
Fred Crenshaw, Director of Sanitation Services

**ATTACHMENTS:**

1. Oral Presentation Ranking Matrix
2. Final Vendor Reference List
3. Tabulations of Proposals
4. Tabulations of Pricing

**PRESENTATION:** No

**RFQ NO. 24-033**

**Three Year Pre-Positioned Contract for disaster Debris Management Services**

Selection Committee Meeting (10/29/2024)

Oral Presentation Evaluations

| FIRMS                              | Fred<br>Crenshaw | Alicia<br>Faller | David<br>Forte | TOTAL<br>SCORE | RANKING<br>ORDER |
|------------------------------------|------------------|------------------|----------------|----------------|------------------|
| D&J Enterprises, Inc.              | 1                | 2                | 4              | 7              | 1                |
| Roads Inc. of NWF                  | 2                | 4                | 2              | 8              | 2                |
| Ceres Environmental Services, Inc. | 5                | 1                | 3              | 9              | 3                |
| CrowderGulf Joint Venture, Inc.    | 3                | 5                | 1              | 9              | 3                |
| Phillips & Jordan, Inc.            | 4                | 3                | 5              | 12             | 4                |

Motion: David Forte made a motion to award the contract to the two (2) top-ranked firms.

Second: Fred Crenshaw

Vote: 3-0

**FINAL VENDOR REFERENCE LIST**  
**THREE (3) YEAR PREPOSITIONED CONTRACT FOR DISASTER DEBRIS MANAGEMENT SERVICES**  
**SANITATION**

| Vendor | Name                                                                  | Address                        | City            | St | Zip Code | SMWBE |
|--------|-----------------------------------------------------------------------|--------------------------------|-----------------|----|----------|-------|
| 053982 | 4D ENVIRONMENTAL CONSULTANTS LLC                                      | 8916 SCENIC HILLS DRIVE        | PENSACOLA       | FL | 32514    | Y     |
| 057088 | ADJUSTERS INTERNATIONAL                                               | 126 BUSINESS PARK DRIVE        | UTICA           | NY | 13502    |       |
| 063144 | AEROSTAR SES LLC                                                      | 213 SOUTH BAYLEN ST            | PENSACOLA       | FL | 32502    |       |
| 068495 | ANDALA ENTERPRISES INC                                                | 641 BAYOU BOULEVARD            | PENSACOLA       | FL | 32503    |       |
| 022631 | ASHBRITT INC                                                          | 480 SOUTH ANDREWS AVE STE 103  | POMPANO BEACH   | FL | 33069    |       |
| 043121 | ASPLUNDH ENVIRONMENTAL SERVICES INC                                   | 217 FAIRHOPE AVE               | FAIRHOPE        | AL | 36532    |       |
| 047874 | ATC GROUP SERVICES INC DBA ATC ASSOCIATES INC                         | 130 S GERONIMO ST STE 6        | MIRAMAR BCH     | FL | 32550    |       |
| 046757 | ATL DISASTER RECOVERY INC                                             | PO BOX 1387                    | BOYNTON BCH     | FL | 33425    |       |
| 040204 | BARKSDALE & ASSOCIATES INC                                            | 105 SOUTH G ST                 | PENSACOLA       | FL | 32502    |       |
| 047610 | BECK DISASTER RECOVERY INC (SAIC)                                     | 800 N MAGNOLIA AVE STE 400     | ORLANDO         | FL | 32803    |       |
| 063461 | BELFOR USA GROUP                                                      | 132 EAST I-65 SERVICE RD NORTH | MOBILE          | AL | 36607    |       |
| 044727 | BERGERON EMERGENCY SERVICES INC                                       | 19612 SW 69TH PLACE            | FT LAUDERDALE   | FL | 33332    |       |
| 050729 | BEVERWYCK SOUTH INC DBA PAUL DAVIS RESTORATION OF P'COLA-FWB          | 101 E BRAINERD ST STE A        | PENSACOLA       | FL | 32501    |       |
| 068491 | BROOKS ENVIRONMENTAL SOLUTIONS LLC                                    | 129 CEDAR HAMMOCK LANE         | PANAMA CITY BCH | FL | 32407    |       |
| 060627 | CAHABA DISASTER                                                       | 4619 SPRINGHILL AVE            | MOBILE          | AL | 36695    |       |
| 034093 | CAMERON-COLE LLC                                                      | 5777 CENTRAL AVE STE #200      | BOULDER         | CO | 80301    |       |
| 054263 | CASON ENVIRONMENTAL & DEMOLITION SERVICES LLC                         | 9929 BEAVER RIDGE TRAIL        | TALLAHASSEE     | FL | 32312    |       |
| 052168 | CBS ENTERPRISES INC DBA SERVICEMASTER CLEAN                           | 203 WESTSIDE COURT             | LAGRANGE        | GA | 30240    |       |
| 029923 | CERES ENVIRONMENTAL SERVICES INC                                      | 1613 FOXWORTH RD               | BONIFAY         | FL | 32425    |       |
| 059757 | CLEANING & RESTORATION SERVICES OF THE GULF COAST LLC DBA RAINBW INTL | 9011 NORTH DAVIS HIGHWAY       | PENSACOLA       | FL | 32514    |       |
| 049087 | COMMONWEALTH CONTRACTING SERVICES                                     | 555 NE 15TH ST STE 215         | MIAMI           | FL | 33132    |       |
| 032358 | CONSTRUCTION SERVICES OF PENSACOLA DBA BAUGHN RENOVATIONS             | 2105 NORTH "S" ST              | PENSACOLA       | FL | 32505    | Y     |
| 032452 | CROSS ENVIRONMENTAL SERVICES INC                                      | P O BOX 1299                   | CRYSTAL SPRINGS | FL | 33524    |       |
| 043085 | CROWDER GULF JOINT VENTURE INC                                        | 5435 BUSINESS PKWY             | THEODORE        | AL | 36582    |       |
| 022543 | D & J ENTERPRISES INC                                                 | 3495 LEE RD 10                 | AUBURN          | AL | 36830    |       |
| 057581 | DB CONSTRUCTION LLC DBA GLOBAL RESTORATION SERVICES                   | 3960 WEST NAVY BLVD STE 41     | PENSACOLA       | FL | 32507    |       |
| 068056 | DEWBERRY ENGINEERS INC                                                | 8401 ARLINGTON BOULEVARD       | FAIRFAX         | VA | 22031    |       |
| 056610 | DISASTERS STRATEGIES & IDEAS GROUP LLC                                | P O BOX 12333                  | TALLAHASSEE     | FL | 32317    |       |
| 029673 | DRC INC                                                               | 740 MUSEUM DRIVE               | MOBILE          | AL | 36608    |       |
| 059555 | EAGER BEAVER PROFESSIONAL TREE CARE LLC                               | 5205 GULF BREEZE PKWY          | GULF BREEZE     | FL | 32563    | Y     |
| 039345 | EMERGENCY & DISASTER MANAGEMENT INC                                   | 5959 W CENTURY BLVD STE#700    | LOS ANGELES     | CA | 90045    |       |
| 056466 | ENVIROCARE INC                                                        | 82178 CHENEL RD                | FOLSOM          | LA | 70437    |       |
| 049657 | G BROCK ENTERPRISES INC DBA BROCK BUILDERS                            | 7136 MARTIN RD                 | MILTON          | FL | 32570    |       |
| 087144 | GANNETT MEDIA CORP DBA GANNETT FLORIDA LOCALIQ                        | P O BOX 631244                 | CINCINNATI      | OH | 45263    |       |
| 063463 | GEOSYNTEC CONSULTANTS INC                                             | 316 SOUTH BAYLEN ST STE 201    | PENSACOLA       | FL | 32502    |       |
| 057089 | GRD SOLUTIONS LLC                                                     | 36739 STATE RD 5 STE 207 BOX 6 | DADE CITY       | FL | 33525    |       |
| 033318 | GRUBBS EMERGENCY SERVICES                                             | 1115 S MAIN STREET             | BROOKSVILLE     | FL | 34601    |       |
| 034504 | GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE                       | PO BOX 17844                   | PENSACOLA       | FL | 32522    |       |
| 042399 | J B COXWELL CONTRACTING INC                                           | 6741 LLOYD RD WEST             | JACKSONVILLE    | FL | 32254    |       |
| 046666 | J J SOSA & ASSOCIATES INC                                             | 6911 PISTOL RANGE RD # 101A    | TAMPA           | FL | 33626    |       |
| 068078 | J M DIAMOND TIMBER AND CONSERVATION INC                               | 3916 THORNBERRY RD             | JAY             | FL | 32565    | Y     |
| 053163 | J2 ENGINEERING INC                                                    | 2101 WEST GARDEN ST            | PENSACOLA       | FL | 32502    |       |
| 032040 | JIMMIE CROWDER EXCAVATING                                             | 901 GEDDIE RD                  | TALLAHASSEE     | FL | 32301    |       |
| 089465 | LOOKS GREAT SERVICES OF MS INC                                        | 13365 WEST HILLSBOROUGH AVENUE | TAMPA           | FL | 33636    |       |
| 051430 | LOWE MAINTENANCE INC                                                  | 3798 WILLARD NORRIS RD         | PACE            | FL | 32571    |       |
| 060511 | LVI SERVICES & ITS SUBSIDIARIES                                       | 31500 HAYMAN ST                | HAYWARD         | CA | 94544    |       |
| 058801 | M & H CONSTRUCTION SERVICES INC                                       | 1161 W 9 1/2 MILE RD           | PENSACOLA       | FL | 32534    | Y     |
| 071317 | NATHAN ASSOCIATES INC                                                 | 1777 NORTH KENT ST STE 1400    | ARLINGTON       | VA | 22209    |       |
| 056596 | OBRIEN'S RESPONSE MANAGEMENT INC                                      | 2200 ELLER DRIVE               | FT LAUDERDALE   | FL | 33316    |       |
| 044725 | OMNI PINNACLE                                                         | 90 GLEN COURT                  | PEARL RIVER     | LA | 70452    |       |

**FINAL VENDOR REFERENCE LIST**  
**THREE (3) YEAR PREPOSITIONED CONTRACT FOR DISASTER DEBRIS MANAGEMENT SERVICES**  
**SANITATION**

| Vendor | Name                                                                 | Address                            | City         | St | Zip Code | SMWBE |
|--------|----------------------------------------------------------------------|------------------------------------|--------------|----|----------|-------|
| 002720 | PANHANDLE GRADING & PAVING INC                                       | P O BOX 3717                       | PENSACOLA    | FL | 32516    |       |
| 057235 | PARADISE SERVICES LLC                                                | P O BOX2710                        | ORANGE BCH   | AL | 36561    |       |
| 060344 | PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER | 117 W GARDEN ST                    | PENSACOLA    | FL | 32502    |       |
| 033922 | PHILLIPS & JORDAN                                                    | 41 N JEFFERSON STE 401             | PENSACOLA    | FL | 32502    |       |
| 034230 | PPM CONSULTANTS INC                                                  | 1600 LAMY LANE                     | MONROE       | LA | 71201    |       |
| 068488 | PRO CONSTRUCTION LLC DBA COMPLETE DKI                                | 511 WYNNEHURST ST                  | PENSACOLA    | FL | 32503    | Y     |
| 054029 | RACZAK CONTRACTING INC                                               | 10365 HOOD RD SOUTH STE 202        | JACKSONVILLE | FL | 32257    |       |
| 051061 | REBOL-BATTLE & ASSOCIATES LLC                                        | 2301 NORTH 9TH AVE STE 3           | PENSACOLA    | FL | 32503    | Y     |
| 031881 | ROADS INC OF NWF                                                     | 106 STONE BLVD                     | CANTONMENT   | FL | 32533    |       |
| 063580 | SHARON R MCBRIDE RESTORATION LLC DBA SERVPRO OF NORTH PENSACOLA      | 698 EAST HEINBERG ST               | PENSACOLA    | FL | 32502    |       |
| 089466 | SOUTHERN DISASTER RECOVERY LLC                                       | 93 SONIA DRIVE                     | GREEN        | SC | 29650    |       |
| 061305 | STATEWIDE TUB GRINDING INC                                           | PO BOX 2689                        | APOPKA       | FL | 32704    |       |
| 051398 | SUMMIT ENVIRONMENTAL SERVICES LLC                                    | 2950 LANGLEY AVE                   | PENSACOLA    | FL | 32504    |       |
| 059898 | TAG GRINDING SERVICES INC                                            | 1113 HORSESHOE BEND RD             | DADEVILLE    | AL | 36853    |       |
| 026223 | TBE GROUP INC DBA CARDNO TBE                                         | 380 PARK PLACE BLVD STE 300        | CLEARWATER   | FL | 33759    |       |
| 057619 | TERRACON CONSULTANTS INC                                             | P O BOX 959673                     | ST LOUIS     | MO | 63195    |       |
| 059181 | TETRA TECH INC                                                       | 1558 VILLAGE SQUARE RD STE 2       | TALLAHASSEE  | FL | 32309    |       |
| 032613 | TFR ENTERPRISES INC                                                  | 601 LEANDER DRIVE                  | LEANDER      | TX | 78641    |       |
| 067717 | U S ENVIRONMENTAL SERVICES LLC                                       | 15109 HEATHROW FOREST PKWY STE 150 | HOUSTON      | TX | 77032    |       |
| 053988 | UNIFIED RECOVERY GROUP LLC                                           | 263 THIRD ST FIFTH FLOOR           | BATON ROUGE  | LA | 70801    |       |
| 38546  | VOLKERT INC                                                          | P O BOX 11407                      | BIRMINGHAM,  | AL | 35246    |       |
| 060839 | WILLIAMS & ASSOCIATES PA                                             | 250 BEAUVOIR RD STE 1B             | BILOXI       | MS | 39531    |       |
| 056890 | WITT GROUP HOLDINGS LLC                                              | 1501 M ST NW STE 500               | WASHINGTON   | DC | 20005    |       |
| 044717 | WOOD RESOURCE RECOVERY INC                                           | 1901 NW 67TH PLACE STE G           | GAINESVILLE  | FL | 32653    |       |
| 069460 | WORC LLC                                                             | 7528 REXFORD ST                    | NAVARRE      | FL | 32566    |       |

Vendors: 75

TABULATION OF PROPOSALS

RFP NO: 24-033

TITLE: THREE (3) YEAR PREPOSITIONED CONTRACT FOR DISASTER DEBRIS MANAGEMENT SERVICES

| Opening Date/Time:<br>July 3, 2024, 2:30 P.M.<br>Department:<br>Sanitation                         | GRUBBS<br>EMERGENCY<br>SERVICES, LLC<br>Tampa, FL | ROADS, INC.<br>OF NWF<br>Cantonment, FL | D & J<br>ENTERPRISES,<br>INC.<br>Auburn, AL | SOUTHERN<br>DISASTER<br>RECOVERY, LLC<br>Greer, SC |
|----------------------------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------------------|---------------------------------------------|----------------------------------------------------|
| BRIEF DESCRIPTION                                                                                  |                                                   |                                         |                                             |                                                    |
| Item I - Eligible Vegetative Debris Removal                                                        | \$1,953,250.00                                    | \$1,937,500.00                          | \$1,972,500.00                              | \$1,697,500.00                                     |
| Item II - Eligible C&D Debris Removal                                                              | \$908,750.00                                      | \$780,000.00                            | \$937,500.00                                | \$1,001,250.00                                     |
| Item III - Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures             | \$182,250.00                                      | \$200,000.00                            | \$240,000.00                                | \$378,500.00                                       |
| Item IV - Eligible Demolition, Removal, Transport and Disposal of RACM Structures                  | \$197,750.00                                      | \$220,000.00                            | \$240,000.00                                | \$419,000.00                                       |
| Item V - DDMS Site Management, Operations and Reduction                                            | \$1,220,000.00                                    | \$1,454,240.00                          | \$1,342,000.00                              | \$1,281,000.00                                     |
| Item VI - DDMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators | \$6,000.00                                        | \$3,000.00                              | \$7,500.00                                  | \$9,510.00                                         |
| Item VII - DDMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning | \$5,250.00                                        | \$3,000.00                              | \$7,500.00                                  | \$5,910.00                                         |
| Item VIII - Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site         | \$433,500.00                                      | \$327,990.00                            | \$520,875.00                                | \$634,500.00                                       |
| Item IX - Removal of Eligible Hazardous Leaning Trees and Hanging Limbs                            | \$128,800.00                                      | \$138,380.00                            | \$164,000.00                                | \$175,975.00                                       |
| Item X - Removal of Eligible Hazardous Stumps                                                      | \$4,200.00                                        | \$5,920.00                              | \$9,200.00                                  | \$6,980.00                                         |
| Item XI - Transport and Disposal                                                                   | \$200.00                                          | \$50.00                                 | \$1,100.00                                  | \$480.00                                           |
| Item XII - Eligible ROW White Goods Debris Removal                                                 | \$5,500.00                                        | \$6,850.00                              | \$8,750.00                                  | \$6,950.00                                         |
| Item XIII - Eligible E-waste Item Removal                                                          | \$500.00                                          | \$950.00                                | \$1,750.00                                  | \$1,250.00                                         |
| Item XIV - Eligible Dead Animal Carcasses                                                          | \$2,550.00                                        | \$50.00                                 | \$4,875.00                                  | \$3,900.00                                         |
| Item XV - Waterways Debris Removal                                                                 | \$48,000.00                                       | \$30,400.00                             | \$60,000.00                                 | \$54,400.00                                        |
| Item XVI - Soil/Sand/Beach Screening                                                               | \$700.00                                          | \$2,500.00                              | \$2,200.00                                  | \$2,850.00                                         |
| Item XVII - Abandoned Vehicle and Vessel Removal                                                   | \$15,330.00                                       | \$120,000.00                            | \$267,000.00                                | \$150,090.00                                       |
| Item XVII - Management and Operation of Staging Areas for Vehicle and Vessels                      | \$600.00                                          | \$36,000.00                             | \$24,000.00                                 | \$3,600.00                                         |
| <b>TOTAL ESTIMATED COST</b>                                                                        | <b>\$5,113,130.00</b>                             | <b>\$5,266,830.00</b>                   | <b>\$5,810,750.00</b>                       | <b>\$5,833,645.00</b>                              |

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TABULATION OF PROPOSALS

RFP NO: 24-033

TITLE: THREE (3) YEAR PREPOSITIONED CONTRACT FOR DISASTER DEBRIS MANAGEMENT SERVICES

| Opening Date/Time:<br>July 3, 2024, 2:30 P.M.<br>Department:<br>Sanitation                         | CROWDERGULF<br>JOINT VENTURE,<br>INC.<br>Theodore, AL | CERES<br>ENVIRONMENTAL<br>SVCS, INC.<br>Sarasota, FL | LOOKS GREAT<br>SERVICES OF<br>MS, INC.<br>Columbia, MS | TFR<br>ENTERPRISES,<br>INC.<br>Leander, TX |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------|------------------------------------------------------|--------------------------------------------------------|--------------------------------------------|
| BRIEF DESCRIPTION                                                                                  |                                                       |                                                      |                                                        |                                            |
| Item I - Eligible Vegetative Debris Removal                                                        | \$1,803,500.00                                        | \$2,322,500.00                                       | \$1,945,000.00                                         | \$1,641,000.00                             |
| Item II - Eligible C&D Debris Removal                                                              | \$835,750.00                                          | \$929,000.00                                         | \$1,155,250.00                                         | \$826,250.00                               |
| Item III - Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures             | \$310,000.00                                          | \$368,000.00                                         | \$378,100.00                                           | \$401,000.00                               |
| Item IV - Eligible Demolition, Removal, Transport and Disposal of RACM Structures                  | \$482,000.00                                          | \$448,000.00                                         | \$470,500.00                                           | \$421,000.00                               |
| Item V - DDMS Site Management, Operations and Reduction                                            | \$1,793,400.00                                        | \$1,459,120.00                                       | \$1,537,200.00                                         | \$1,244,400.00                             |
| Item VI - DDMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators | \$10,500.00                                           | \$11,940.00                                          | \$10,500.00                                            | \$9,000.00                                 |
| Item VII - DDMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning | \$7,500.00                                            | \$9,840.00                                           | \$9,000.00                                             | \$9,000.00                                 |
| Item VIII - Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site         | \$428,250.00                                          | \$289,215.00                                         | \$458,625.00                                           | \$456,000.00                               |
| Item IX - Removal of Eligible Hazardous Leaning Trees and Hanging Limbs                            | \$113,350.00                                          | \$168,575.00                                         | \$169,750.00                                           | \$167,725.00                               |
| Item X - Removal of Eligible Hazardous Stumps                                                      | \$4,040.00                                            | \$5,920.00                                           | \$17,200.00                                            | \$7,280.00                                 |
| Item XI - Transport and Disposal                                                                   | \$1,700.00                                            | \$495.00                                             | \$1,100.00                                             | \$200.00                                   |
| Item XII - Eligible ROW White Goods Debris Removal                                                 | \$5,750.00                                            | \$6,000.00                                           | \$5,750.00                                             | \$5,250.00                                 |
| Item XIII - Eligible E-waste Item Removal                                                          | \$1,500.00                                            | \$1,450.00                                           | \$2,750.00                                             | \$500.00                                   |
| Item XIV - Eligible Dead Animal Carcasses                                                          | \$2,150.00                                            | \$2,875.00                                           | \$5,325.00                                             | \$15,500.00                                |
| Item XV - Waterways Debris Removal                                                                 | \$72,000.00                                           | \$55,200.00                                          | \$20,000.00                                            | \$71,200.00                                |
| Item XVI - Soil/Sand/Beach Screening                                                               | \$2,400.00                                            | \$1,795.00                                           | \$1,900.00                                             | \$2,300.00                                 |
| Item XVII - Abandoned Vehicle and Vessel Removal                                                   | \$79,300.00                                           | \$59,675.00                                          | \$129,225.00                                           | \$916,900.00                               |
| Item XVII - Management and Operation of Staging Areas for Vehicle and Vessels                      | \$6,000.00                                            | \$48,000.00                                          | \$5,640.00                                             | \$180,000.00                               |
| <b>TOTAL ESTIMATED COST</b>                                                                        | <b>\$5,959,090.00</b>                                 | <b>\$6,187,600.00</b>                                | <b>\$6,322,815.00</b>                                  | <b>\$6,374,505.00</b>                      |

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TABULATION OF PROPOSALS

RFP NO: 24-033

TITLE: THREE (3) YEAR PREPOSITIONED CONTRACT FOR DISASTER DEBRIS MANAGEMENT SERVICES

|                                                                                                    |                            |                                   |                        |                               |
|----------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------|------------------------|-------------------------------|
| Opening Date/Time:                                                                                 | PHILLIPS &<br>JORDAN, INC. | DRC<br>EMERGENCY<br>SERVICES, LLC | ASHBRITT,<br>INC.      | ARBOR<br>TREE & LAND,<br>INC. |
| July 3, 2024, 2:30 P.M.                                                                            |                            |                                   |                        |                               |
| Department:                                                                                        |                            |                                   |                        |                               |
| Sanitation                                                                                         | Knoxville, TN              | Metairie, LA                      | Deerfield Beach, FL    | W. Palm Beach, FL             |
| BRIEF DESCRIPTION                                                                                  |                            |                                   |                        |                               |
| Item I - Eligible Vegetative Debris Removal                                                        | \$2,046,850.00             | \$2,219,540.00                    | \$1,961,500.00         | \$2,149,650.00                |
| Item II - Eligible C&D Debris Removal                                                              | \$998,750.00               | \$908,700.00                      | \$837,500.00           | \$985,750.00                  |
| Item III - Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures             | \$364,100.00               | \$461,740.00                      | \$501,000.00           | \$751,000.00                  |
| Item IV - Eligible Demolition, Removal, Transport and Disposal of RACM Structures                  | \$404,100.00               | \$601,740.00                      | \$860,000.00           | \$1,618,000.00                |
| Item V - DDMS Site Management, Operations and Reduction                                            | \$1,342,000.00             | \$1,668,960.00                    | \$1,891,000.00         | \$2,049,600.00                |
| Item VI - DDMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators | \$8,850.00                 | \$11,580.00                       | \$11,250.00            | \$10,500.00                   |
| Item VII - DDMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning | \$8,250.00                 | \$8,580.00                        | \$8,850.00             | \$9,000.00                    |
| Item VIII - Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site         | \$447,375.00               | \$379,770.00                      | \$557,250.00           | \$542,475.00                  |
| Item IX - Removal of Eligible Hazardous Leaning Trees and Hanging Limbs                            | \$144,775.00               | \$146,800.00                      | \$150,725.00           | \$133,925.00                  |
| Item X - Removal of Eligible Hazardous Stumps                                                      | \$7,520.00                 | \$6,720.00                        | \$6,080.00             | \$4,580.00                    |
| Item XI - Transport and Disposal                                                                   | \$900.00                   | \$1,295.00                        | \$1,395.00             | \$2,500.00                    |
| Item XII - Eligible ROW White Goods Debris Removal                                                 | \$7,750.00                 | \$5,750.00                        | \$9,000.00             | \$10,750.00                   |
| Item XIII - Eligible E-waste Item Removal                                                          | \$2,500.00                 | \$1,500.00                        | \$1,750.00             | \$2,600.00                    |
| Item XIV - Eligible Dead Animal Carcasses                                                          | \$7,250.00                 | \$480.00                          | \$20,900.00            | \$8,500.00                    |
| Item XV - Waterways Debris Removal                                                                 | \$59,200.00                | \$55,600.00                       | \$59,960.00            | \$28,000.00                   |
| Item XVI - Soil/Sand/Beach Screening                                                               | \$1,800.00                 | \$3,286.00                        | \$2,495.00             | \$2,200.00                    |
| Item XVII - Abandoned Vehicle and Vessel Removal                                                   | \$1,277,500.00             | \$2,263,750.00                    | \$4,221,250.00         | \$4,735,750.00                |
| Item XVII - Management and Operation of Staging Areas for Vehicle and Vessels                      | \$60,000.00                | \$120,000.00                      | \$210,000.00           | \$240,000.00                  |
| <b>TOTAL ESTIMATED COST</b>                                                                        | <b>\$7,189,470.00</b>      | <b>\$8,865,791.00</b>             | <b>\$11,311,905.00</b> | <b>\$13,284,780.00</b>        |

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TABULATION OF PROPOSALS

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RFP NO: 24-033

TITLE: THREE (3) YEAR PREPOSITIONED CONTRACT FOR DISASTER DEBRIS MANAGEMENT SERVICES

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Opening Date/ Time: July 3, 2024

July 3, 2024, 2:30 P.M.

Department:

Sanitation

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Arbor Tree and Land, Inc.  
DBA ATL Disaster  
William Hodges, President  
7089 Hemstreet Place  
West Palm Beach, FL 33413  
561-722-5630  
[chodges@atldiversified.com](mailto:chodges@atldiversified.com)

Ashbritt, Inc.  
Charles Knight, Corp. Sec. & Sr. VP  
565 East Hillsboro Boulevard  
Deerfield Beach, FL 33441  
954-725-6992  
Fax: 954-725-6991  
[response@ashbritt.com](mailto:response@ashbritt.com)

Ceres Environmental Services, Inc.  
Tia Laurie, Corporate Secretary  
6371 Business Boulevard, Suite 100  
Sarasota, FL 34240  
800-218-4424  
Fax: 866-2285636  
[contact@ceresenv.com](mailto:contact@ceresenv.com)

CrowderGulf Joint Venture, Inc.  
Ashley Ramsay-Naile, President  
5629 Commerce Boulevard East  
Mobile, AL 36619  
800-992-6207  
Fax: 251-459-7433  
[jramsay@crowdergulf.com](mailto:jramsay@crowdergulf.com)

D&J Enterprises, Inc.  
Jason Sanders, Vice President  
3495 Lee Road #10  
Auburn, AL 36832  
334-559-0106  
Fax: 334-821-5227  
[jason@djenterprises.net](mailto:jason@djenterprises.net)

DRC Emergency Services, LLC  
Kristy Fuentes, Vice-President, Sec., Treas.  
111 Veterans Memorial Boulevard, Suite 401  
Metairie, LA 70005  
888-721-4372  
Fax: 504-482-2852  
[kfuentes@drcusa.com](mailto:kfuentes@drcusa.com)

Grubbs Emergency Services, LLC  
John G. Grubbs, Managing Member  
13365 West Hillsborough Avenue  
Tampa, FL 33635  
352-279-9222  
[ggrubbs@grubbses.com](mailto:ggrubbs@grubbses.com)  
[blaise@grubbses.com](mailto:blaise@grubbses.com)

Looks Great Services of MS, Inc.  
Kristian Agoglia, Vice President  
1501 Highway 13 North  
Columbia, MS 39429  
601-736-0037  
Fax: 601-736-1924  
[bids@looksgreatservices.com](mailto:bids@looksgreatservices.com)

Phillips & Jordan, Inc.  
Morgan Pierce, President, Power  
10142 Parkside Drive, Suite 500  
Knoxville, TN 37922  
865-688-8342  
Fax: 865-688-8369  
[disasterservices@pandj.com](mailto:disasterservices@pandj.com)

Roads, Inc. of NWF  
Robby Williams, Vice President, COO  
106 Stone Boulevard  
Cantonment, FL 32533  
850-968-0991  
Fax: 850-968-0996  
[robby@roadsinc.com](mailto:robby@roadsinc.com)

Southern Disaster Recovery, LLC  
Al McClaran, CEO  
93 Sonia Drive  
Greer, SC 29650  
864-469-9776  
Fax: 864-469-9642  
[chip@gosdr.com](mailto:chip@gosdr.com)

TFR Enterprises, Inc.  
Tipton F. Rowland, CEO  
601 Leander Drive  
Leander, TX 78641  
512-260-3322  
Fax: 512-528-1942  
[tiffany@tfrinc.com](mailto:tiffany@tfrinc.com)

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# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1021

**Agenda Conference**

**12/9/2024**

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

AWARD OF CONTRACT FOR RFP NO. 25-050 CITY EMERGENCY MANAGEMENT PLANS (CEMP), CONTINUITY OF OPERATIONS PLANS (COOPS), AND CONTINUITY OF GOVERNMENT (COG) UPDATE

**RECOMMENDATION:**

That City Council approve the ranking of the selection committee and award the contract to Hagerty Inc. for the Request for Proposal (RFP) No. 25-050 City Emergency Management Plans (CEMP), Continuity of Operations Plans (COOPS), and Continuity of government (COG) Update. Further, that City Council authorize the Mayor's Office to take actions necessary to execute and administer the contract, consistent with the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City recently issued a Request for Proposal (RFP) for All City Emergency Management Plans for the City.

A selection committee was formed to review the written RFP responses, short list firms for oral presentations, receive the oral presentations, rank the firms, and provide a recommendation for award of contract to the first ranked firm. The Mayor's Office has stated that Hagerty Inc.'s proposal clearly met expectations for the City's Emergency Plan rewrite.

The committee comprised of City employees Ginny Cranor, Brock Jester, Thomas Coggin, Matt Coverdale and Shawn Harris. Following the oral presentations, the committee ranked the firms and designated Hagerty Inc. as the top ranked and most qualified firm responding to the RFP.

**PRIOR ACTION:**

April 25, 2024 - City Council approved the reallocation of \$145,449 in the American Rescue Plan Act (ARPA) to fund an Emergency Management Plan Rewrite.

**FUNDING:**

Budget: \$145,449 ARPA Fund

Actual: \$145,449

**FINANCIAL IMPACT:**

The funds for the project were appropriated by City Council at the April 24, 2024 Council Meeting. The total project cost of this project is being funded using American Rescue Plan Act (ARPA) funds.

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

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
Ginny Cranor, Fire Chief

**ATTACHMENTS:**

1. Final Vendor Reference List
2. Tabulation of Respondents

**PRESENTATION:** No

Submittal Due Date: 10/02/24

Bid No.: 24-050

FINAL VENDOR REFERENCE LIST

Update of City Emergency Management Plans (CEMP), Continuity of Operations Plans (COOPs), and Continuity of Government Plan (COGP)  
FIRE

| Vendor # | Name                                                                 | Address                            | City            | St | Zip   |
|----------|----------------------------------------------------------------------|------------------------------------|-----------------|----|-------|
| 089469   | AARC CONSULTANTS LLC                                                 | 201 E KENNEDY BLVD STE 1485        | TAMPA           | FL | 33602 |
| 057088   | ADJUSTERS INTERNATIONAL                                              | 126 BUSINESS PARK DRIVE            | UTICA           | NY | 13502 |
| 089471   | ALPHA RESEARCH GROUP                                                 | 5875 BAY LAKE DRIVE SOUTH          | ST PETERSBURG   | FL | 33708 |
| 089472   | ASCENTTRA LLC                                                        | 8300 BOONE BOULEVARD STE 500       | VIENNA          | VA | 22185 |
| 046757   | ATL DISASTER RECOVERY INC                                            | PO BOX 1387                        | BOYNTON BEACH   | FL | 33425 |
| 047610   | BECK DISASTER RECOVERY INC (SAIC)                                    | 800 N MAGNOLIA AVE STE 400         | ORLANDO         | FL | 32803 |
| 063461   | BELFOR USA GROUP                                                     | 132 EAST I-65 SERVICE RD NORTH     | MOBILE          | AL | 36607 |
| 015223   | BUSINESS DEVELOPMENT ASSCTS LLC (BDA GLOBAL)                         | 1050 CONNECTICUT AV NW STE 500     | WASHINGTON      | DC | 20036 |
| 089473   | CENTURION SOLUTIONS LLC                                              | 425 SHADY CREEK DRIVE STE 1001     | BRYAN           | TX | 77808 |
| 089474   | CHOLETA                                                              | 701 CEDAR LAKE BLVD STE 320        | OKLAHOMA CITY   | OK | 73114 |
| 080137   | COMPLETE GENRL CONTRACTORS INC                                       | 330 WEST GOVERNMENT STREET         | PENSACOLA       | FL | 32502 |
| 089475   | CONTINUITY OPERATIONS GROUP LLC                                      | 7201 WARBLER LANE                  | MCLEAN          | VA | 22101 |
| 089470   | DAVISLOGIC INC. DBA ALL HANDS CONSULTING                             | 10440 LITTLE PATUXENT PKWY#300     | COLUMBIA        | MD | 21044 |
| 068056   | DEWBERRY ENGINEERS INC                                               | 8401 ARLINGTON BOULEVARD           | FAIRFAX         | VA | 22031 |
| 056610   | DISASTERS STRATEGIES & IDEAS GROUP LLC                               | P O BOX 12333                      | TALLAHASSEE     | FL | 32317 |
| 039345   | EMERGENCY & DISASTER MGT INC                                         | 5959 W CENTURY BLVD STE#700        | LOS ANGELES     | CA | 90045 |
| 087144   | GANNETT MEDIA CORP DBA GANNETT FLORIDA LOCALIQ                       | P O BOX 631244                     | CINCINNATI      | OH | 45263 |
| 057089   | GRD SOLUTIONS LLC                                                    | 36739 STATE ROAD 5 SUITE 207 BOX 6 | DADE CITY       | FL | 33525 |
| 074827   | GULF COAST MINORITY CHAMBER OF COMMERCE INC                          | 321 N DEVILLERS ST STE 104         | PENSACOLA       | FL | 32501 |
| 089476   | HAGERTY CONSULTING INC                                               | 1618 ORRINGTON AVENUE STE 201      | EVANSTON        | IL | 60201 |
| 089477   | IEM INTERNATIONAL INC                                                | 2801 SLATER ROAD SUITE 200         | MORRISVILLE     | NC | 27560 |
| 089479   | IPARAMETRICS                                                         | 6515 SHILOH ROAD SUITE 200         | ALPHARETTA      | GA | 30005 |
| 078157   | MCKIM & CREED INC                                                    | 1730 VARSITY DRIVE SUITE 500       | RALEIGH         | NC | 27606 |
| 056596   | OBRIENS RESPONSE MANAGEMENT INC                                      | 2200 ELLER DRIVE                   | FORT LAUDERDALE | FL | 33316 |
| 057235   | PARADISE SERVICES LLC                                                | P O BOX2710                        | ORANGE BEACH    | AL | 36561 |
| 060344   | PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER | 117 W GARDEN ST                    | PENSACOLA       | FL | 32502 |
| 032613   | TFR ENTERPRISES INC                                                  | 601 LEANDER DRIVE                  | LEANDER         | TX | 78641 |
| 089478   | THE OLSON GROUP LTD                                                  | 11 CANAL CENTER PLAZA STE 100      | ALEXANDRIA      | VA | 22314 |
| 067717   | U S ENVIRONMENTAL SRVCS LLC                                          | 15109 HEATHROW FOREST PKWY STE 150 | HOUSTON         | TX | 77032 |
| 053988   | UNIFIED RECOVERY GROUP LLC                                           | 263 THIRD STREET FIFTH FLOOR       | BATON ROUGE     | LA | 70801 |
| 060839   | WILLIAMS & ASSOCIATES PA                                             | 250 BEAUVOIR ROAD SUITE 1B         | BILOXI          | MS | 39531 |
| 056890   | WITT GROUP HOLDINGS LLC                                              | 1501 M STREET NW SUITE 500         | WASHINGTON      | DC | 20005 |
| 044717   | WOOD RESOURCE RECOVERY INC                                           | 1901 NW 67TH PLACE STE G           | GAINESVILLE     | FL | 32653 |

Vendors: 33

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TABULATION OF RESPONDENTS

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RFP NO.: 24-050

TITLE: CITY EMERGENCY MANAGEMENT PLANS (CEMPS), CONTINUITY OF OPERATIONS PLANS (COOPS),  
AND CONTINUITY OF GOVERNMENT PLANS (COGPS)

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Opening Date/Time:

10/02/2024, 2:30 PM

Department:

Fire

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AARC Consultants, LLC  
Rick Chainani, President  
201 East Kennedy Boulevard, Suite 1485  
Tampa, FL 33602  
813-276-2272  
Fax: 833-771-2272 (same)  
[rchainani@aarccgroup.com](mailto:rchainani@aarccgroup.com)

DavisLogic, Inc. DBA  
All Hands Consulting  
Dan Dietrich, CEO  
10440 Little Patuxent Parkway, Suite 300  
Columbia, MD 21044  
410-824-1158  
[procurement@allhandsconsulting.com](mailto:procurement@allhandsconsulting.com)

Alpha Research Group  
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St Petersburg, FL 33708  
813-927-6118  
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Ascenttra, LLC  
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Vienna, VA 22182  
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Fax: 703-229-6060  
[info@ascenttra.com](mailto:info@ascenttra.com)

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(BDA Global)  
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Washington, DC 20036  
202-742-8972 x701  
Fax: 202-567-6993  
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425 Shady Creek Drive, Suite 1001  
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[dcjackson@centurion-solutions.com](mailto:dcjackson@centurion-solutions.com)

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TABULATION OF RESPONDENTS

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RFP NO.: 24-050

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AND CONTINUITY OF GOVERNMENT PLANS (COGPS)

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10/02/2024, 2:30 PM

Department:

Fire

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Chloeta  
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703-625-9387  
Fax: 703-518-9988  
[kbolson@olsongroupltd.com](mailto:kbolson@olsongroupltd.com)

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# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 24-1169

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

AWARD OF CONTRACT FOR RFQ 24-055 - CEI SERVICES FOR THE HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE

**RECOMMENDATION:**

That City Council award a contract for RFQ 24-055 CEI Services with Guaranteed Maximum Price for the High-Performance Maritime Center of Excellence and American Magic at the Port of Pensacola to AMI Consulting Engineers of Pensacola, FL, in the amount of \$324,580.

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 contracting documents and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Port of Pensacola seeks to transform Warehouse #10 and the associated area into a High-Performance Maritime Center of Excellence in partnership with American Magic, a professional sailing team competing for America's Cup. RFQ #24-055 Provide Construction Engineering and Inspection (CEI) Services for the High-Performance Maritime Center of Excellence and American Magic at the Port of Pensacola was published September 13, 2024 and closed October 15, 2024. These services are required by Governor's Job Growth Grant Fund, agreement number G0109.

The following firms submitted responses to RFQ #24-055:

1. AMI Consulting Engineers, P.A.
2. Barcis Design + Construct
3. DRMP, Inc

In a publicly noticed meeting on October 30, 2024 the previously listed firms were scored, and AMI Consulting Engineers was scored as the top firm.



**PRIOR ACTION:**

June 15, 2023 - Council acceptance of the Governor's Job Growth Grant Fund and supplemental budget resolution

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

November 9, 2023 - Council approval of A&E contract with Muller and Muller, LTD for Phase I of the design and engineering (facility)

January 18, 2024 - Council approval of A&E amendment to contract with Muller and Muller, LTD for design and engineering of the wet slip

February 20, 2024 - Council approval of Lease Agreement between the City of Pensacola, Florida and Bella Mente Quantum Racing Association (American magic) at the Port of Pensacola

March 18, 2024 - Council approval of Construction Manager at Risk Services (CMAR) contract with Greenhut Construction Company for pre-construction services

October 7, 2024 - Council acceptance of amendment one to Grant Agreement No. 445548-1-84-02 (FSTED) improvements for Warehouse 10 - American Magic

**FUNDING:**

Budget:

\$5,586,546 Governor's Job Growth Grant Fund

\$8,500,000 Triumph Gulf Coast Grant

\$2,253,131 FSTED Grant

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\$16,339,677 TOTAL

Actual:

\$1,107,024 Muller and Muller A&E Contract Phase I

\$ 740,004 Muller and Muller A&E Contract Phase II

\$ 50,000 Greenhut CMAR Pre-Construction Services

\$ 324,580 AMI Consulting Engineers Contract

\$14,118,069 Anticipated Construction Costs

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\$16,339, 677 TOTAL

**FINANCIAL IMPACT:**

There is no financial impact as the project is fully grant funded.

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

11/26/2024

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
Erica Grancagnolo, Economic Development Director  
Clark Merritt, Port Director

**ATTACHMENTS:**

1. COP x AMI Contract\_Revised

**PRESENTATION:** No

**CONTRACT BETWEEN CITY OF PENSACOLA AND  
AMI CONSULTING ENGINEERS, P.A.  
BASED UPON REQUEST FOR QUALIFICATIONS #24-055**

**THIS CONTRACT (“Contract”)** is made this \_\_\_\_\_ day of November, 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 West Main Street, Pensacola, Florida 32502, and AMI Consulting Engineers, P.A., (“**Contractor**”), a corporation authorized to do business in Florida, located at 3298 Summit Boulevard, Unit 22, Pensacola, FL 32503, (the City and Contractor collectively referred to hereinafter as the “**Parties**”).

**WITNESSETH:**

**WHEREAS**, the City published Request for Qualifications #24-055 on September 13, 2024 (“**RFQ**”), to procure a Construction Engineering and Inspection firm to provide services for the construction of the High-Performance Maritime Center of Excellence Project at the Port of Pensacola, attached hereto as **Exhibit A** and incorporated herein by this reference; and

**WHEREAS**, in response to the RFQ, the Contractor submitted to the City a statement of qualifications and experience dated October 15, 2024, and/or any other documents submitted in response to the RFQ (“**SOQ**”), attached hereto as **Exhibit B** and incorporated by this reference; and

**WHEREAS**, the City has selected the Contractor pursuant to the selection criteria or process as specified in the RFQ based on the Contractor’s SOQ and proposal dated November 20, 2024, (“**Proposal**”) attached hereto as **Exhibit C** and incorporated herein by this reference; and

**WHEREAS**, the Parties desire the Contractor to perform as described in the RFQ, SOQ, and the Proposal and pursuant to the terms and conditions of this Contract; 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, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

**Section 1. Recitals.**

The recitals contained above are true and correct and are incorporated into this Contract.

**Section 2. Contractor’s Obligations.**

The Contractor shall perform all work and services described in, and in accordance with, the Contract and Proposal. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other

description supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify and hold harmless the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

### **Section 3. Payment.**

The Contractor agrees to perform all work and services in Section 2 at the rates, costs, and on a Time and Material Not to Exceed Basis amount of **Three Hundred Twenty-four Thousand Five Hundred Eighty Dollars (\$324,580.00)**, pursuant to the Proposal. The amount will be paid by the City based on invoices submitted by the Contractor and payments approved by the City, only after written acceptance by the City pursuant to the Contract. Such payment shall be in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

### **Section 4. Bond.**

Is a bond required?            ☐ Yes ☒ No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

### **Section 5. Performance Schedule.**

The Contractor shall commence and complete all work and services pursuant to the Contract and Proposal.

**Section 6. Necessary Approvals.**

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

**Section 7. No Waiver.**

No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

**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.**

Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

**Section 11. Assignment.**

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

**Section 12. No Other Agreements.**

The Parties agree the Contract contains 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 13. Remedies for Failure to Perform or Breach of Contract.**

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 Contractor, 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.

**Section 14. Termination for Convenience.**

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

**Section 15. Public Records Act.**

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.

**Section 16. 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 17. Federal Required Language**

Since the parties anticipate that federal funding will be applied to this Agreement, federal contract clauses contained in **Attachment "B"** must be complied with, where applicable, in addition to the clauses already mentioned.

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

**CONTRACTOR**

**CITY OF PENSACOLA, FLORIDA**

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
Mayor, D. C. Reeves

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
City Clerk, Ericka L. Burnett

\_\_\_\_\_  
(Printed President's Name)

Approved as to Substance:

Attest \_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Department Director

(CORPORATE SEAL)

Legal in form and execution:

\_\_\_\_\_  
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**

**[PUBRICRECORDS@CITYOFPENSACOLA.COM](mailto:PUBRICRECORDS@CITYOFPENSACOLA.COM)**

**222 WEST MAIN STREET, PENSACOLA, FL 32502**

**Attachment "B"**  
**FEDERAL CONDITIONS**

**Required Contract Provisions**

1. BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))  
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 Contractor, 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.
2. TERMINATION FOR CAUSE OR CONVENIENCE(2 CFR § 200 Appendix II(B))  
The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.
3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT  
*Clean Air Act*  
Contractor agrees 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 Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).  
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.  
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.  
  
*Federal Water Pollution Control Act*  
The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.  
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.  
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.
4. DEBARMENT AND SUSPENSION  
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's



principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR

## RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### 9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. BYRD ANTI-LOBBYING AMENDMENT.

*Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)*

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

*Required Certification.* If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A).

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

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*Required Certification.* If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A).

## DAVIS - BACON REQUIREMENTS – 29 CFR 5.5

### (1) *Minimum wages* —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

### (ii) ***Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will



notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) ***Fringe benefits not expressed as an hourly rate.*** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) ***Unfunded plans.*** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) ***Interest.*** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## **(2) *Withholding* —**

(i) ***Withholding requirements.*** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the

funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its repurchase costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) **Records and certified payrolls** —

(i) **Basic record requirements** —

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring

government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) ***Required disclosures and access*** —

(A) ***Required record disclosures and access to workers.*** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) ***Sanctions for non-compliance with records and worker access requirements.*** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) ***Required information disclosures.*** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) ***Apprentices and equal employment opportunity*** —

(i) ***Apprentices*** —

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain,

coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) ***Contract Work Hours and Safety Standards Act (CWHSSA)***. The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms “laborers and mechanics” include watchpersons and guards.

(1) ***Overtime requirements***. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) ***Violation; liability for unpaid wages; liquidated damages***. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) ***Withholding for unpaid wages and liquidated damages*** —



(i) ***Withholding process.*** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate

against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) **Incorporation of contract clauses and wage determinations by reference.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) **Incorporation by operation of law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the

application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, AMI Consulting Engineers, P.A., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Date

---

Name and Title of Contractor's Authorized Official

## EXHIBIT "A" - RFQ

### CITY OF PENSACOLA REQUEST FOR QUALIFICATIONS

RFQ NO.: 24-055

#### CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE HIGH-PERFORMANCE MARITIME CENTER OF EXCELLENCE PROJECT

The City of Pensacola is requesting sealed statements of interest and qualifications from firms with experience in Construction Engineering and Inspection services (CEI) for the High-Performance Maritime Center of Excellence Project at the Port of Pensacola.

Sealed and complete hardcopy statements of interest and qualifications **with original or electronic signature and three (3) additional copies, plus one (1) complete electronic copy (SINGLE PDF) on flash drive or CD**, must be received no later than **October 15, 2024, 2:30 P.M.**, local time, at the following location.

City Hall (lobby)  
222 West Main Street  
Pensacola, Florida, 32502  
Attention: Purchasing

The OUTER FACE of the sealed submittal package shall **identify the respondent, the RFQ title, and the RFQ number** (whether hand-delivered, mailed, or via UPS/FedEx or other courier service). Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted. After the submittal deadline those submittals received will be opened and publicly acknowledged. Interested parties may attend.

Specifications will be posted to the City's website at [www.cityofpensacola.com/bids.aspx](http://www.cityofpensacola.com/bids.aspx). **Addenda will be posted to the City's website. Respondents are responsible for obtaining addenda and are advised to check the website frequently.**

A tabulation of qualifications and/or a Notice of Intent to Award will be posted to the City's website at [www.cityofpensacola.com/bids.aspx](http://www.cityofpensacola.com/bids.aspx). Respondents are advised to check the website frequently.

Any questions concerning the RFQ should be addressed and submitted in writing **no later than October 4, 2024, at 10:00 A.M., local time, to:**

Dedria Lunderman, Purchasing Manager  
City Hall 6th Floor  
222 West Main Street  
Pensacola, Florida 32502  
[purchasing@cityofpensacola.com](mailto:purchasing@cityofpensacola.com)

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 email [ADACoordinator@cityofpensacola.com](mailto:ADACoordinator@cityofpensacola.com) or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City reserves the right to accept or reject any or all submittals, to waive any submittal informalities and to re-advertise for submittals when deemed in the best interest of the City.

Attest:  
Ericka L. Burnett  
City Clerk

CITY OF PENSACOLA  
D. C. Reeves  
Mayor

The City of Pensacola provides equal access in employment and public services.

### **SECURITY NOTICE**

Visitors to City Hall may be required to stay in the lobby unless otherwise directed.

**Late submittals will not be accepted.**

## **I. GENERAL INSTRUCTIONS**

- A.** After shortlisting qualified firms, the City may decide to hold formal presentations/ interviews to the Selection Committee. In the event the City elects to hold them, presentations will be held in person on November 13, 2024, at City Hall, 2<sup>nd</sup> Floor Hagler Mason conference room, 222 West Main Street, Pensacola, FL 32502.
- B.** Submittals should respond to each item noted in the Submittal Format and Evaluation Criteria in the order noted. Identify responses with the same paragraph notation as this RFQ.
- C.** Submittals must be typed or printed. All corrections made by the respondent prior to the opening must be initialed and dated by the respondent. No changes or corrections will be allowed after submittals are opened.
- D.** **Any addendum issued will be made available on the City's website at <http://www.cityofpensacola.com/bids.aspx>. Interested bidders are advised to check the site frequently.**
- E.** The City of Pensacola is not liable for any costs incurred by any interested party in responding to this RFQ.

## **II. SCOPE OF WORK**

The intent of this solicitation is to select a Construction Engineering and Inspection (CEI) firm (the Firm) to provide services for the construction of a High-Performance Maritime Center of Excellence at the Port of Pensacola. The Port of Pensacola is owned by the City of Pensacola and accordingly the contractual relationship for this Project is with the City of Pensacola (the City).

The Port of Pensacola seeks to transform the existing, partially complete Warehouse #10 and the associated area into a High-Performance Maritime Center of Excellence in partnership with American Magic, a professional sailing team competing for the America's Cup. The selected firm will be responsible only for CEI services for Warehouse #10 construction (see figures 1 and 2).

Buildout of the facility will allow American Magic, which has utilized the Port of Pensacola on a temporary, seasonal basis, to permanently relocate their training and boat building facility to the Port of Pensacola, creating 150 high-wage jobs. As a requirement of grant funding for the project, The City will retain ownership of the facility, and the space will be leased to American Magic.

The Port of Pensacola is considered a Secure-Restricted Area. All contractors and subcontractors must comply with the Maritime Transportation Security Act (MTSA). All personnel working or providing services to the Port must obtain a Transportation Worker Identification Credential (TWIC) or be escorted with someone with that credential in

accordance with the Port's approved security plan. The Transportation Security Administration issues TWIC's and should be contacted for additional information on the application process.

#### Design and Finish-Out of Warehouse #10:

Warehouse #10 is a partially completed 56,000 sq ft building located in the heart of the port, adjacent to Warehouse #9 (see Figure 1). The project is focused on the rehabilitation and buildout of Warehouse #10 – the work associated with Warehouse #9 will be limited to the wall shared between Warehouse #9 and Warehouse #10.

For informational purposes, this project has been divided into two (2) phases, including Phase 1 (Warehouse #10 rehabilitation and buildout) and Phase 2 (dock work). Phase 1 has been further subdivided into the following sub-phases, and Phase 2 is not a part of this scope.

- Phase 1
  - All civil, utility, mechanical, electrical, and structural work associated with Warehouse #10 and the surrounding site.
  - Phase 1-1: Building repairs
    - This includes primarily structural and architectural, with some minor civil, repair and modification work associated with the current condition of the building.
    - Phase 1-1 has already been initiated by the Contractor and work is ongoing.
  - Phase 1-2: Buildout
    - Following the building repairs, and possibly running concurrently, the complete buildout of Warehouse #10 will be implemented.

This Scope of Work includes only Phase 1-1 and Phase 1-2.

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

#### Construction Administrator, Architect/Engineer, and Team:

Muller & Muller, Inc., in association with Sam Marshall Architects, PA is providing A&E design services, and Greenhut Construction Company, Inc. is providing CMAR services. Jacobs Engineering Group was contracted for technical assistance. All groups will likely work with the selected CEI firm.

The City has contracted with Killam Engineering to provide Threshold Inspections (TI). It is the responsibility of the CEI to confirm the TI is on site as required to perform their Scope of Work. The performance of the TI is not the responsibility of the CEI.



### Project Funding:

This project is funded through grants from Triumph Gulf Coast, Florida Governor's Job Growth Grant Fund, and the Florida Seaport Transportation and Economic Development Program. The CEI firm must adhere to all grant requirements, including pay scales and documentation that comply with the Davis Bacon Act and 2CFR200 Appendix II.

### Schedule:

The renovation work has begun, and the CEI firm is expected to start immediately. Construction completion is anticipated for Fall 2025.

## **III. SCOPE OF SERVICES**

The Firm and its Sub-consultant(s) must be able to perform every element of the scope of services as detailed in the specifications and plans for the High-Performance Maritime Center of Excellence project.

The responsibilities of the Firm on this project are:

1. Construction Inspection: Provide effective and qualified inspection services. It shall be the responsibility of the successful Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions of the Construction Contract. The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering the work in accordance with the plans, specifications, and special provisions of the Construction Contract. The Consultant shall report significant construction discrepancies to City Staff and direct the Contractor to correct such observed discrepancies after City approval.
2. Progress meetings: Attend meetings with the City Staff, Contractor, subcontractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed.
3. General Services: Prepare for and attend, when requested, any periodic or in-depth required inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to the City a listing of personnel assigned to the project for review and approval.
4. Reporting: It shall be the responsibility of the Consultant awarded this contract to ensure that any and all reporting and other document requirements for the Florida Job Growth Grant Fund and Triumph Gulf Coast fund are properly completed and submitted according to Triumph and Florida Commerce's requirements.

5. Quality Assurance, Testing for Acceptance, and Training: Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications and monitor documentation of testing by the Contractor. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to the Department will also be reviewed for completeness and conformance to the Department's standard form of submission.
6. Progress Payments: The Consultant will review and sign off on all Monthly Progress Payments (a.k.a., "Pay Apps") submitted by the Contractor against the contract for CMAR services (Exhibit A).
7. Distribution of Correspondence: A copy of all correspondence between the Consultant, Contractor, subcontractors, or others concerning matters related to the project shall be maintained in an office file copy for submission with the project Final Records to the County.
8. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all site work, structures, and specialty items that are being incorporated into the project. Notify the Contractor of deficiencies or problems immediately. Inspect erosion control items for conformance to the plans as well as effectiveness in the field. Notify the Contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the City or Department. Maintain an accurate diary, signed by the inspector, consisting of:
  - A record of the contractors on the project
  - Equipment on site (number and type or size)
  - Location and work performed by each contractor or subcontractor
  - Events of note on the project
  - Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
  - Weather events and impacts to project.
  - Any other details that may be important later in the project life
9. Contractor's Payrolls, Employee Interviews and Contract Compliance (EEO): Receive and check the Contractor's payrolls for conformance to state wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. Notify the prime contractor of late payrolls and request immediate submission. Notify City Staff and Jacobs Engineering prior to withholding payments. Conduct employee interviews and compare to the submitted payrolls for accuracy. Notify the prime contractor of inaccuracies and resolve discrepancies. Adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.
10. Final Records: Submit a compilation of project records to the City after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms with the final records.

11. Project Claims: Prepare documentation and assist in the defense of the City, when requested, in preparation for claims or possible claims resulting from the execution of the contract.
12. Project Certification: Upon satisfactory completion of the project by the Contractor in compliance with the required submittals, testing and documentation, submit written certification of compliance on behalf of the City.
13. The successful Proposer will be required to provide all necessary vehicles, equipment (including field testing equipment), and personnel to perform the services required under the proposed Agreement. Proof of licenses for testing equipment and the personnel operating the testing equipment will be required. Proof of licenses will need to be furnished to the City upon request.

#### **IV. SUBMITTAL FORMAT**

Submittals shall be in the format described below. The selection criteria and points that will be used in ranking the submittals are noted in each section. (Sections C – G). Submittals shall be limited to forty (40) single-sided 8½ x 11” pages. Page count excludes the cover, cover letter, table of contents, section dividers, and any City-provided form. Qualifications shall be bound with spiral or similar binding that ensures the integrity of the submission. Each section in the submittal should follow the format/organization noted in this section (Sections A – F.). Three to five firms may be short-listed based on the information provided on the forms and in the additional sections and those firms invited to an in-person interview. The City reserves the right to select directly from the Statements of Qualifications.

An Authorized Representative of the firm shall sign submittals. All information requested must be submitted. Failure to submit all information may result in a lowered evaluation score of the submittal. At its discretion, the City may waive minor discrepancies or reject submittals substantially incomplete or lacking key information.

##### **A. Introduction**

This section will contain a cover letter no longer than two (2) pages, signed by an authorized representative of the offering firm. A table of contents will follow the cover letter. This section should also include those required City forms within the RFQ, and any addenda issued.

- 1) Signature Sheet
- 2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
- 3) State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)
- 4) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- 5) 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 6) Drugfree Workplace Certificate
- 7) Non-Collusion Affidavit

- 8) Public Entity Crimes Statement
- 9) Anti-Kickback Affidavit
- 10) Statement of No Response
- 11) Acknowledgement of addenda (signed signature pages of addenda)

## **B. Firm Information**

Briefly describe the firm's organization and philosophy. Address each of the following items:

- 1) Business Structure (Corporation, Joint Venture, Partnership); proper incorporation by the Secretary of State and current Florida Professional Registration Certificate.
- 2) Number of years in business.
- 3) Total staff and firm's experience profile. This criterion identifies the relative size of the firm, including management, technical, and support staff. Technical staff shall be those persons proposed to be associated with the implementation of this project: project managers, engineers, supervisors, quality control manager, etc.
- 4) Distance from the Site – Simply, the location in miles of the proposed operating office to the project site is to be listed.
- 5) Describe and explain any litigation, major disputes, contract defaults, and liens in the last ten years.

## ***EVALUATION CRITERIA BEGIN***

### **C. Firm Experience (25 points)**

Major consideration will be given to the successful completion of previous projects comparable in nature, design, scope, and complexity with this project, specifically structures that are taller than 50 feet and larger than 50,000 square feet.

List the projects which best illustrate the experience of the firm and current staff to be assigned to this project. (List no more than 5 projects, and no projects which were completed more than 10 years ago.) In determining the level of comparability between projects, the City will consider the nature of the previous contractual relationships. Please include previous work for the City of Pensacola. Identify any projects that were completed in a Secure-Restricted Area.

- a. Name and location of the project
- b. The nature of the firm's responsibility on this project
- c. Work for which the staff was responsible
- d. Project owner's representative's name, address and phone number (current information)

- e. Project client agency's representative's name, address, and phone number (current information)
- f. Date of project completion or anticipated completion
- g. Size of project (gross SF of construction)
- h. Cost of project (construction cost)

**D. Project Team (25 points)**

Give a résumé of key persons to be assigned to the project, including, but not limited to:

- a. Name and title
- b. Job assignment for other projects
- c. Percentage of time to be assigned full time to this project
- d. How many years with the firm
- e. How many years with other firms
- f. Experience serving as CEI
  - i. Type of projects
  - ii. Size of projects (dollar value & SF of project)
  - iii. What was their specific project involvement?
- g. Education
- h. Active Registration (P.E., G.C., etc.)
- i. Other experience and qualifications relevant to this project
- j. Describe the capabilities of your staff to provide the technical services required for CEI.

**E. Knowledge of the Site and Local Conditions (20 points)**

The firm should describe their knowledge of the site, local codes and ordinances, experience in dealing with regulatory and permitting agencies and local subcontractors and suppliers as an indication of their ability to deliver quality workmanship in an effective and timely manner. Describe any port or maritime experience.

**F. Understanding of Roles in a CEI Project Delivery Approach (20 points)**

The firm should describe their views of the CEI firm's role in the delivery method and their relationship with the City.

**G. Quality of Submittal (10 points).**

The quality, readability, and conciseness of the Statement of Qualifications will be scored based on the reviewer's subjective assessment.

## **V. INTERVIEW PROCESS**

Firms will be evaluated for short-listing based upon the written material submitted to the City in response to this RFQ. The evaluation committee will review the submittals, and the City will decide whether or not to schedule formal presentations/or to select the top scoring firm. If the Selection Committee holds presentations, the format will be as follows:

Each firm will be allowed up to 30 minutes for a formal presentation, consisting of a reiteration of the written qualification demonstrating the firm's grasp of the project. The formal presentation will be followed by 10 minutes of Questions & Answers (Q&A). Any unused formal presentation time will be added to the Q&A period. A projection system is available, but presenters are requested to bring their own laptop and flash drives containing the complete presentation and any handouts. The selection committee would prefer a PowerPoint presentation. The presentations are closed to the public. The committee deliberations following the last presentation will be open to the public.

The evaluation committee will make a recommendation to the Mayor regarding the selection of the firms based upon the formal presentations/interviews. The Mayor will then forward his recommendation for award to the City Council for their approval.

## **VI. GENERAL TERMS AND CONDITIONS**

### **A. 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. The policy must include coverage for United States Longshore & Harbor Act (USL&H).

#### **2. COMMERCIAL GENERAL, AUTOMOBILE, 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 and Business Auto policies 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.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles. Minimum limits of \$1,000,000 CSL must be provided.

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 \$2,000,000 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 way 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 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.

### **VII. RFQ, SUBMITTAL AND EVALUATION SCHEDULE (all dates subject to change)**

| <b>Date</b>                                                                                                      | <b>Activity</b>                                                                                      |
|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| September 13, 2024                                                                                               | Publish RFQ                                                                                          |
| October 4, 2024, 10:00 a.m.                                                                                      | Questions due                                                                                        |
| October 15, 2024, 2:30 p.m.                                                                                      | Proposals due                                                                                        |
| October 30, 2024, 10:00 a.m.<br>City Hall 2nd floor conference room<br>222 West Main Street, Pensacola, FL 32502 | Evaluation Committee Meeting<br>Ranking / Shortlisting Qualifications<br>and Possible Selection      |
| November 13, 2024, 9:00 a.m.<br>City Hall 2nd floor conference room<br>222 West Main Street, Pensacola, FL 32502 | (Optional)<br>Evaluation Committee Meeting<br>Oral Presentations<br>Recommendation of Contract Award |

All times are local time.



## FEDERAL CONDITIONS

### Required Contract Provisions

1. BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))  
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 Contractor, 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.
2. TERMINATION FOR CAUSE OR CONVENIENCE (2 CFR § 200 Appendix II(B))  
The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.
3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT  
*Clean Air Act*  
Contractor agrees 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 Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).  
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.  
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.  
  
*Federal Water Pollution Control Act*  
The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.  
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.  
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.
4. DEBARMENT AND SUSPENSION  
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision

of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable

on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- A) Competitively within a timeframe providing for compliance with the contract performance schedule;
- B) Meeting contract performance requirements; or
- C) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. BYRD ANTI-LOBBYING AMENDMENT.

*Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)*

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

*Required Certification.* If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A).

**ATTACHMENT “C”**  
**DAVIS BACON REQUIREMENTS - 29 CFR 5.5**

**(1) *Minimum wages* —**

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in [paragraphs \(d\) and \(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**(ii) *Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to



[DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## (2) **Withholding** —

(i) **Withholding requirements.** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by

the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) **Records and certified payrolls** —

(i) **Basic record requirements** —

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full Social Security numbers and last known

addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under [paragraph \(a\)\(3\)\(i\)](#) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\) through \(iii\)](#) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices and equal employment opportunity —**

(i) **Apprentices —**

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [paragraph \(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [paragraph \(a\)\(4\)\(i\)\(A\)](#) of this section,



must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\) through \(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of

the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

(b) ***Contract Work Hours and Safety Standards Act (CWHSSA).*** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by [paragraph \(a\)](#) of this section or [29 CFR 4.6](#). As used in this [paragraph \(b\)](#), the terms "laborers and mechanics" include watchpersons and guards.



(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) **Withholding for unpaid wages and liquidated damages —**

(i) **Withholding process.** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years

after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) ***Incorporation of contract clauses and wage determinations by reference.*** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) ***Incorporation by operation of law.*** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [§ 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

**REQUEST FOR QUALIFICATIONS**  
**CONTRACTUAL SERVICES**  
**GENERAL CONDITIONS**

To ensure acceptance, all respondents submitting qualifications to the City of Pensacola shall be governed by the following conditions, attached specifications, and qualification form(s) unless otherwise specified. Qualifications not submitted on the qualification form(s) provided shall be rejected, and qualifications not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe services best suited to the needs of the City. However, the City invites qualifications with alternate solutions to the performance objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any respondent and the City reserves the right to award a contract to or negotiate a contract with a responsible respondent submitting the most responsive or best alternative qualification for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the qualification and the resulting contract, and its decision shall be final.
3. **Bond (RFQ):** None.
4. **E-Verify System (Mandatory):** 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.
5. **Exceptions to Specifications:** In order that equal consideration be given in evaluating qualifications, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.
6. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain service(s) to be purchased by the City of Pensacola including all labor, materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the service(s).
7. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Qualifications Page.

Inquiries must reference the proposed service and the date of the qualification submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.

8. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all qualifications received in response to these specifications, and shall govern any and all claims between person(s) submitting a qualification response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the respondent concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The respondent agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
9. **Licenses, Registration and Certificates:** Each respondent shall possess at the time of submitting its submittal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Respondent must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded respondent shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)).
10. **Mistakes:** Respondents are expected to examine the conditions, scope of work, qualification prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the respondent's risk. Unit prices will govern in award.
11. **Permits and Taxes:** The respondent shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
12. **Pre-RFQ Meetings:** If an RFQ requires a mandatory pre-RFQ meeting, any representative of a firm wishing to submit a qualification must sign in with the name of the responding firm.
13. **Prohibited Conduct by Respondents:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, qualification, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council, the Mayor, or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or

indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.

- 14. Protests:** Protests of the plans, specifications, and other requirements of requests for qualifications must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled qualification opening. A detailed explanation of the reason for the protest must be included. Protests of the intended award of submittal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.
- 15. Public Records:** Any material submitted in response to this Request for Qualification will become a public document pursuant to Florida Statute §119.07. This includes material which the responding respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statute §119.07.
- 16. Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.
- 17. Qualification Withdrawals:** No qualification may be withdrawn after closing time for receipt of qualifications for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
- 18. Rejection of Qualifications:** The City of Pensacola reserves the right to accept or reject any or all qualifications, to award qualifications on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for qualifications when deemed in the best interest of the City of Pensacola.
- 19. Sealed Qualifications:** The specifications and all executed qualification forms must be submitted in a sealed envelope. All qualifications must be signed by an authorized representative of the respondent. In the event more than one qualification submittal deadline is scheduled for the same date and time, do not include qualifications concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying**

**the respondent, the RFQ title and the RFQ number.** It shall be the sole responsibility of the respondent to assure receipt of qualification at the Purchasing Office prior to the published time for the qualification submittal deadline. No qualification will be accepted after closing time for receipt of qualifications, **nor will any offers by telephone, fax, internet or email be accepted.**

**20. Tax:** The City of Pensacola is exempt from all State and local sales tax.

**21. Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**22. Unauthorized Aliens:** The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

|                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.</b></p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------|

**QUALIFICATION NO. 24-055**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR THE  
HIGH-PERFORMANCE MARITIME CENTER OF EXCELLENCE  
PROJECT**

**Signature Sheet**

The undersigned, as Vendor, does declare that no other persons other than the Vendor herein named has any interest in this Qualification or in the contract to be taken, and that it is made without any connection with any other person or persons presenting a Qualification for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties.

***Survey: How did you obtain this solicitation?***

☐ City of Pensacola website    ☐ Central Bidding Demandstar

Other: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ City: \_\_\_\_\_

Fax: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**



**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, [REDACTED], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

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

Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

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: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**52.209-5 FAR Certification Regarding Debarment, Suspension,  
Proposed Debarment, and Other Responsibility Matters**

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
  - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
  - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
  - B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
  - D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment**

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
  - A. The name of the subcontractor.
  - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
  - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
  - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

## DRUG-FREE WORKPLACE CERTIFICATE

**IDENTICAL TIE BIDS** - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

## CITY OF PENSACOLA NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. (S)He is of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
2. (S)He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the Proposer nor anyone acting on behalf of the Proposer, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Pensacola, Florida or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or anyone acting on his/her/its behalf.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary's Stamped or Printed Name)

Notary Public, in and for \_\_\_\_\_ County,  
My commission expires: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**SWORN STATEMENT UNDER SECTION 287.113(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_.

2. This sworn statement is submitted by \_\_\_\_\_  
**[name of entity submitting sworn statement]**

whose business address is \_\_\_\_\_  
and (if applicable) its Federal Employer

Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security number of the individual signing this sworn statement: (\_\_\_\_\_.))

3. My name is \_\_\_\_\_ and my relationship to \_\_\_\_\_  
**[please print name of individual signing]**

the entity named above is \_\_\_\_\_.

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s- length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States, with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary's Stamped or Printed Name)

Notary Public, in and for \_\_\_\_\_ County,  
My commission expires: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**



**FEDERAL CONTRACT PROVISIONS COPELAND "ANTI-KICKBACK" ACT**

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and Sworn to before me of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary's Stamped or Printed Name)

Notary Public, in and for \_\_\_\_\_ County,  
My commission expires: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**STATEMENT OF NO RESPONSE**  
**Bid/RFP/RFQ #24-055**

If you are unable to submit a proposal at this time, please complete the following and return by e-mail to [purchasing@cityofpenscola.com](mailto:purchasing@cityofpenscola.com). Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to the solicitation for the following reason(s):

**SPECIFICATIONS**

\_\_\_ Specifications too "tight" (i.e., limited to one brand or manufacturer)

\_\_\_ Specifications unclear

\_\_\_ Unable to meet specifications

**NATURE OF AWARD**

\_\_\_ Insufficient time to respond

\_\_\_ Equivalent options not offered

\_\_\_ Other (please explain below)

Explanation:

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We request to:

\_\_\_\_\_ remain in this service category for future City of Pensacola solicitations.

\_\_\_\_\_ be removed from this service category and remain on the City's solicitation list.

\_\_\_\_\_ be removed from the City's solicitation list.

Company Name: \_\_\_\_\_

Officer Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Office: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**EVALUATION SHEET  
QUALIFICATION NO. 24-055**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR THE  
HIGH-PERFORMANCE MARITIME CENTER OF EXCELLENCE  
PROJECT**

Name of Firm: \_\_\_\_\_

Reviewer: \_\_\_\_\_

|                                                        | Possible<br>Points | Points<br>Given |
|--------------------------------------------------------|--------------------|-----------------|
| 1. Firm experience                                     | 25                 | _____           |
| 2. Project team                                        | 25                 | _____           |
| 3. Knowledge of the site and local conditions          | 20                 | _____           |
| 4. Understanding of roles in project delivery approach | 20                 | _____           |
| 5. Quality of submittal                                | 10                 | _____           |
| TOTAL POINTS                                           | 100                | _____           |

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

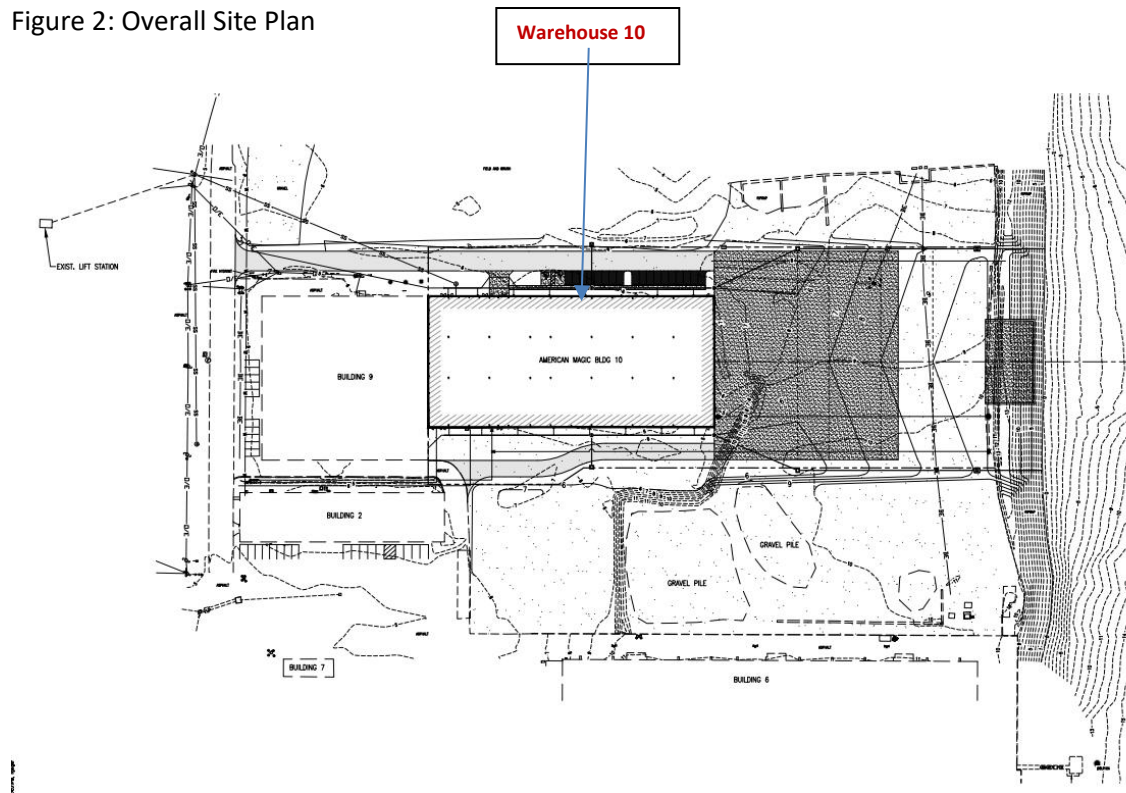
\_\_\_\_\_

\_\_\_\_\_

Figure 1: Site Map



Figure 2: Overall Site Plan





**CONSTRUCTION MANAGER AT RISK CONTRACT**

**BETWEEN**

**CITY OF PENSACOLA  
(City)**

**AND**

**GREENHUT CONSTRUCTION COMPANY, INC  
(Construction Manager at Risk)**

**PROJECT:**

**AMERICAN MAGIC FACILITY  
AT PORT OF PENSACOLA**

THIS CONTRACT is made and entered into this 16<sup>th</sup> day of April, 2024 by and between CITY OF PENSACOLA, a Florida municipal corporation (hereinafter referred to as the "City") and Greenhut Construction Company, Inc., a \_\_\_\_\_ (hereinafter referred to as the "Construction Manager").

### RECITALS

- A. The Mayor of the City of Pensacola is authorized and empowered to execute this Contract on behalf of the City.
- B. The City intends to design, renovate, and finish out Warehouse #10 at the Port of Pensacola (the "Port") and to make other improvements at the Port (collectively, the "Project") which shall be leased to and occupied by Bella Mente Quantum Racing Association Corp. ("Tenant"), the current conceptual design of such facilities being more particularly described in Exhibit "A" attached hereto.
- C. The Construction Manager has represented to the City its ability to provide design phase services and to construct the Project as provided herein.
- D. Based on this representation, the City desires to enter into this Contract with the Construction Manager for the design phase services and construction phase services identified in this Contract.

### AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the Construction Manager as follows:

### ARTICLE 1 -TERMS AND DEFINITIONS

1.1 As used in this Contract and the other Contract Documents, the following terms shall have the indicated meanings, unless another definition is clearly required or expressly provided elsewhere in a Contract Document:

Addenda - Written or graphic instruments issued prior to the submittal of the GMP Proposal which clarify, correct, or change the GMP Proposal requirements.

Alternate Systems Evaluations - Alternatives for design, means and methods, or other scope considerations that are evaluated using value engineering principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements.

Change Directive – A written order directing a change in the Work and proposing a change to the Contract Price and/or Contract Time.



Change Order or Amendment - A written instrument issued after execution of the Contract Documents signed by the City and Construction Manager, stating their agreement upon (1) all of the following: the addition, deletion or revision in the scope of services or Deliverables; the amount, if any, of the adjustment to the Contract Amount; and the extent, if any, of the adjustment to the Contract Time; or (2) modifications of other contract terms.

City: The City of Pensacola, a Florida municipal corporation, which is a party hereto and the owner of the Project and for which this Contract is to be performed. In all respects hereunder, City's performance is pursuant to City's position as the owner of a construction project. In the event City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to City as a party to this Contract. By entering into this Contract, the City recognizes that, except if and to the extent otherwise expressly provided in this Contract, it is waiving sovereign immunity as to the enforcement of its legal obligations under the express terms of this Contract, but no further.

City Representative – Erica Grancagnolo, Economic Development Director for the City of Pensacola, or some other employee expressly designated in writing by the then-current Mayor of the City as City Representative under this Contract.

City's Contingency - A fund to cover cost growth during the Project used at the discretion of the City usually for costs that result from City directed changes or unforeseen site conditions. The amount of the City's Contingency will be set by the City and will be in addition to the project costs included in the Construction Manager's GMP packages. Use and management of the City's Contingency is described in Section 2.7.

Construction Documents – The plans, specifications and drawings prepared by the Design Professional, including without limitation the Drawings and the Project Manual, after correcting for permit review requirements.

Construction Manager - The Construction Manager at Risk for the Project, being the construction management firm which is a party to this Contract.

Construction Manager's Contingency, A fund to cover cost growth during the Project, the amount of which will be negotiated as a separate line item in each GMP Proposal but which shall not exceed two (2.0%) of the Cost of the Work. Use and management of the Construction Manager's Contingency is controlled by Section 2.7.

Construction Manager's Fee – The Construction Manager's administrative costs, overhead, and profit, whether at the Construction Manager principal or branch offices.

Construction Manager's Representative – The employee of Construction Manager designated in writing by Construction Manager as its representative for purposes of the Contract. Unless changed by a written document delivered to City's Representative, the Construction Manager's Representative shall be Ryan Greenhut.

Construction Schedule - The sequence of activities from the start of the Work to the Substantial Completion of the Work.

Contract - This written agreement for design phase services and construction services.

Contract Amount - Individually and collectively, the cost for services rendered by Construction Manager pursuant to this Contract composed of the Construction Manager's compensation for design phase services under Section 4.1 and the Construction Manager's Fee.

Contract Documents - The Construction Documents, Project Manual including drawings (plans) and specifications, any Addenda to the Project Manual, this Contract, Addenda, Change Orders, Amendments, the Performance Bond and Payment Bond and the Notice(s) to Proceed, are the documents which are collectively referred to as the Contract Documents.

Contract Price: - The lesser of the sum of the items listed in Section 10.1 or the amount established as the Guaranteed Maximum Price (GMP), as amended by Change Order.

Contract Time - The time between the date of the Notice to Proceed for commencement of construction and substantial completion, including any milestone dates thereof, established in the Contract, as may be amended by Change Order.

Cost of the Work - The direct costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include without limitation direct labor costs, subcontract costs, costs of Materials and equipment incorporated in the completed construction, costs of other Materials and equipment, temporary facilities, building permit fees (if not paid for by City), Materials testing, and related items. The Cost of the Work shall not include the Construction Manager's Fee, Construction Manager's Contingency, or General Conditions Cost. "Cost of the Work" is further defined in Section 10.3.

Day - Calendar day unless otherwise specifically noted in the Contract Documents.

Deliverables - The work products prepared by the Construction Manager in performing the scope of Work described in this Contract. Some of the major deliverables to be prepared and provided by the Construction Manager during the design phase may include but are not limited to: Construction Management Plan, Constructability Review, Construction Schedule, Schedule of Values, Value Engineering, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed DBE Utilization, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team. Certain deliverables required from the Construction Manager, such as schedules and others may, in addition to being listed in this Contract, be included in the contract with Design Professional. The Construction Manager hereby acknowledges receipt of such Design Professional contract and agrees that the Construction Manager shall comply with all pertinent provisions listed in Design Professional contract relating to the role of the Construction Manager. The Contractor does not, under



any circumstances, assume the duties or obligations of a design professional or the Design Professionals.

Design Professional(s) - Muller & Muller, Ltd., an Illinois corporation, and Sam Marshall Architects, P.A., a Florida professional association, individually, collectively, and interchangeably, which are the professional organizations the City has contracted with to provide design services for the Project.

Drawings or Plans - Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by the Construction Manager during the construction phase and which have been prepared or approved by the Design Professional and the City, including without limitation drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or bidability reviews and in preparing cost estimates (e.g. conceptual design drawings, preliminary design drawings, detailed design drawings at 30%, 60%, 90% or 100% and schematic, design development, construction documents); provided, however that "*not for construction*" Shop Drawings are not included in the term "Drawings".

Field Order: A written order which orders minor changes in the Work in accordance with Section 9.5, but which does not involve a change in the Contract Price or Contract Time.

Final Certificate of Payment: A certification by the City Representative and Design Professional that the Work has achieved Final Completion.

Final Completion: The date certified by City Representative and Design Professional in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; and the documents required by the Contract have been received by City Representative; and any other documents required to be provided by Construction Manager have been received by City Representative; and to the best of Design Professional's and City Representative's information and belief the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

Float - The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

Guaranteed Maximum Price or GMP - The sum of the maximum Cost of the Work, Construction Manager's Fee, General Conditions Costs, sales tax, and Construction Manager's Contingency.

Guaranteed Maximum Price Amendment or GMP Amendment - Each amendment of this Contract establishing the Guaranteed Maximum Price for the entire Work or a sub-GMP for a portion of the Work and the related Contract Time.

GMP Plans and Specifications - The three sets of Plans and Specifications provided pursuant to Section 2.7.6 upon which the Guaranteed Maximum Price Proposal is based.

Guaranteed Maximum Price (GMP) Proposal - Each offer or proposal of the Construction Manager

submitted on the prescribed form setting forth a proposed GMP for the entire Work or a sub-GMP for a portion of the Work.

General Conditions Costs – Those costs and expenses of the Construction Manager during the construction phase of the Project that are considered by general industry practice to be general conditions costs, including but not limited to the following types of costs for the Construction Manager during the construction phase: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of consultants not in the direct employ of the Construction Manager or Subcontractors; and fees for licenses. The parties agree that the General Conditions Costs shall also include a mark-up by a percentage equal to the Construction Manager's Fee expressed as a percentage of the Cost of Work.

Initiation Date – The date upon which the Contract Time commences for the construction phase of the Project.

Inspector – Any authorized representative or employee of the City Representative, Design Professional or City assigned to make necessary inspections of Materials furnished by Construction Manager and of the Work performed by Construction Manager.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Materials – Materials incorporated in this Project or used or consumed in the performance of the Work. Materials includes, but is not limited to, equipment that will be installed and incorporated into the Work, but not equipment used or consumed solely in the performance of the Work.

Notice to Proceed - A written notice given by City to the Construction Manager for a specific date on which the Construction Manager will start to perform all or a specified portion of the Construction Manager's obligations under this Contract.

Payment Request - The form that is accepted by the City and used by the Construction Manager in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents or the City.

Pricing Documents – The set of documents upon which the GMP or a sub-GMP, as the case may be, is negotiated, comprised of the following: (i) the Project Manual consisting of the set of Plans, Specifications, and Division-1 General Requirements, Special Provisions and Mandatory Requirements, (ii) the Estimated Construction Manager's Direct Construction Cost (including unit prices and quantities and explanatory notes), (iii) Construction Manager's General Condition Items, (iv) schedules developed by Construction Manager and approved by the City



Representative, and any other documents or exhibits utilized to derive the GMP or sub-GMP, as the case may be.

Project – The construction project described in the Contract Documents, including the Work described therein.

Project Manual – The official documents setting forth information and requirements; contract forms, bonds, and certificates; general and supplementary conditions of the Contract Documents; the specifications; and the plans and drawings of the Project.

Project Team - Collectively, the City, City Representative, Design Professional, Construction Manager, and other stakeholders who are responsible for making decisions regarding the Project.

Schedule of Values - Document required for construction phase of Contract, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any segment of the Work having a separate specified Contract Price.

Shop Drawings - All drawings, diagrams, schedules and other data specifically prepared for the Work by the Construction Manager or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site - The land or premises on which the Project is located.

Specifications - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of Materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subconsultant - A person, firm or corporation having a contract with the Construction Manager to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractor – A person, firm or corporation having a direct contract with Construction Manager including one who furnishes material manufactured to a special design according to the Project Manual for this Work but does not include one who merely furnishes material not so manufactured.

Sub-Guaranteed Maximum Price (Sub-GMP) – The Construction Manager shall divide the GMP into separate sub-GMPs if the City so directs. The Construction Manager shall make recommendations to the City as to desirable sub-GMPs. Each sub-GMP is a distinct and separate GMP for purposes of this Contract.

Substantial Completion – The date certified by City Representative and Design Professional when all conditions and requirements of permits and regulatory agencies have been satisfied and the City Representative has certified the Work is sufficiently complete in accordance with the Contract Documents so that the Project is available for beneficial occupancy by Tenant. A Certificate of Occupancy must be issued for Substantial Completion to be achieved; however, the issuance of a

Certificate of Occupancy or the date thereof is not determinative of the achievement of Substantial Completion.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Construction Manager or with any Subcontractor to furnish Materials or equipment to be incorporated in the construction phase Work by Construction Manager or any Subcontractor.

Surety - The surety company which is bound by the performance bond and payment bond with and for Construction Manager who is primarily liable, and which surety company is responsible for Construction Manager's acceptable performance of Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

Tenant - Bella Mente Quantum Racing Association, a Delaware nonprofit corporation qualified to do business in Florida as Bella Mente Quantum Racing Association Corp.

Work - The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, Materials, equipment and services provided or to be provided by Construction Manager to fulfill Construction Manager's obligations under the Contract Documents.

## **ARTICLE 2 - GENERAL DESIGN PHASE SERVICES**

### **2.1 GENERAL**

- 2.1.1 The Construction Manager shall provide Design Phase Services for the Project as specified in this Contract. Design Phase Services shall be undertaken only upon the City's issuance to the Construction Manager of a Notice to Proceed for all or a specified portion of such Design Phase Services. The Construction Manager, to further the interests of the City, shall perform the services required by, and in accordance with this Contract, to the satisfaction of the City Representative, exercising the degree of care, skill and judgment a professional construction manager performing similar services would exercise at such time, under similar conditions. The Construction Manager shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice.
- 2.1.2 As a participating member of the Project Team, the Construction Manager will provide to the City, City Representative, and Design Professional a written evaluation of the City's Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.
- 2.1.3 The Construction Manager will attend Project Team meetings which may include, but are not limited to, biweekly (through 60% design) design review meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions (if required by the City).



- 2.1.4 The Construction Manager will provide design phase services, described herein, in a proactive manner and consistent with the intent of the most current Drawings and Specifications. The Construction Manager will promptly notify the City in writing whenever the Construction Manager determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.
- 2.1.5 The Construction Manager, when requested by the City, will attend, make presentations and participate as may be appropriate in public agency and or community meetings germane to the Project. The Construction Manager will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

## **2.2 CONSTRUCTION MANAGEMENT PLAN**

- 2.2.1 The Construction Manager shall prepare a Construction Management Plan which may include the Construction Manager's professional opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each Project Team member's responsibilities and roles.
- 2.2.2 The Construction Manager shall add detail to its previous version of the Construction Management Plan to keep it current throughout the design phase, so that the Construction Management Plan is ready for implementation at the start of the construction phase. The update/revisions may take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Design Professional or the Construction Manager, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or Materials, and (g) funding issues identified by the City.
- 2.2.3 The Construction Manager shall submit his plans for mobilization for providing field offices for Construction Manager and City Representative. Such plan is to be submitted to the City through City Representative within 14 days after Notice-to-Proceed.

- 2.2.4 The Construction Manager shall submit a plan for hurricane preparedness to be reviewed and approved by the City.

## **2.3 CONSTRUCTION SCHEDULE**

- 2.3.1 The fundamental purpose of the Construction Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the contractors, subcontractors, vendors and suppliers to be utilized for structuring of Project master summary schedule prepared by City Representative. Each Project Team member is responsible for its compliance with the Construction Schedule requirements. The Construction Manager will, however, develop and maintain the "Construction Schedule" on behalf of his Project Team based on input from the other entities with whom the Construction Manager has entered into a Construction Contract. The Construction Schedule will be consistent with the most recent revised/updated Construction Management Plan. The Construction Schedule will use the Critical Path Method technique, unless required otherwise, in writing by the City. The Construction Manager will use a scheduling software or application to develop the Construction Schedule that is acceptable to the City. The Construction Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Construction Schedule will indicate milestone dates for the phases once determined.
- 2.3.2. A Construction Schedule shall be provided with each GMP or sub-GMP, as the case may be, that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path. Any shortfall or overage in contract time or cost on one sub-GMP may not be allocated to any other sub-GMP.
- 2.3.2.1 The Critical Path Method diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities.
- 2.3.2.2 The Critical Path Method diagram schedule shall indicate all relationships between activities.
- 2.3.2.3 The activities making up the Construction Schedule shall be sufficiently detailed to assure that adequate planning has been done for execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
- 2.3.2.4 The Critical Path Method diagram schedule shall be based upon activities, which would coincide with the schedule of values.
- 2.3.2.5 The Critical Path Method diagram schedule shall show all submittals associated with each Work activity and the review time for each submittal.
- 2.3.2.6 The Construction Schedule shall show milestones, including milestones for City-furnished information, and shall include activities for City-furnished equipment and furniture when those activities are interrelated with the Construction Manager activities.



- 2.3.2.7 The Construction Schedule shall include a critical path activity that reflects an allowance for inclement weather and rain delay during the performance of the Contract. Pursuant to Section 8.1.6, the GMP Amendment shall describe the allocated allowance.
- 2.3.3 The Construction Schedule shall consider the City's and the Tenant's occupancy requirements and the Contract Time.
- 2.3.4 Float time shall be as prescribed below:
- 2.3.4.1 The total Float within the overall schedule is not for the exclusive use of either the City or the Construction Manager but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and completion dates.
- 2.3.4.2 The Construction Manager shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.
- 2.3.4.3 Since Float time within the schedule is jointly owned, it is acknowledged that City-caused delays may be offset by City-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests and credit changes which result in savings of time to the Construction Manager, etc.). In such an event, the Construction Manager shall not be entitled to receive a time extension or delay damages unless the delaying event extends the Critical Path as measured on the date the delay commences.
- 2.3.5 The Construction Schedule will be updated and maintained by the Construction Manager throughout the design phase such that it will not require major changes at the start of the construction phase to incorporate the Construction Manager's plan for the performance of the construction phase Work. The Construction Manager will provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. The Construction Manager will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.
- 2.3.6 When phased construction is deemed appropriate and the City approves, the Construction Manager will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. The Construction Manager will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and Materials availability, and any other factors pertinent to saving time and cost.

## **2.4 DESIGN DOCUMENT REVIEWS**

- 2.4.1 The Construction Manager will evaluate periodically the availability of labor, Materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposal and/or the Project Schedule.
- 2.4.2 The Construction Manager will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the Construction Manager to construct the Project. Before initiating construction operations, the Construction Manager may request additional investigations in its GMP Proposal to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents.
- 2.4.3 The Construction Manager will meet with the Project Team as required to review designs during their development. The Construction Manager will familiarize itself with the evolving documents through the various design phases. The Construction Manager will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected Materials, equipment and building systems and, labor and material availability. The Construction Manager will furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as concerns that exist with respect to coordination of the Drawings and Specifications. The Construction Manager will recommend cost effective alternatives.
- 2.4.4 The Construction Manager will routinely conduct constructability and bidability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.
  - 2.4.4.1 The Construction Manager will evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of Materials, staging of site facilities, construction parking, and other similar pertinent issues.
  - 2.4.4.2 The Construction Manager will check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named Materials and equipment are commercially available and



are performing well, or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.

2.4.4.3 The results of the reviews will be provided to the City in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. If requested by the City, the Construction Manager will meet with the City, City Representative and Design Professional to discuss any findings and review reports.

2.4.4.4 The Construction Manager's reviews will be from a contractor's perspective and not with the perspective of a design professional or the Design Professionals, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professionals and not the Construction Manager.

2.4.5 It is the Construction Manager's responsibility to assist the Design Professional in ascertaining that, in the Construction Manager's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the Construction Manager recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it will promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.

2.4.6 The Construction Manager will routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, the Construction Manager in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. The Construction Manager will include the cost of the alternatives into the cost estimate and any GMP Proposals.

## **2.5 COST ESTIMATES**

2.5.1 Unless otherwise agreed to by both parties, the Construction Manager shall provide a detailed cost estimate and a written review of the documents within 30 days after receipt of the documents for each of the following phases of design:

1. 30% Design Documents
2. 60% Design Documents
3. 90% Design Documents

The Design Professional and Construction Manager shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the City will make the final determination.

- 2.5.2 If any estimate submitted to the City exceeds previously accepted estimates or the City's Project budget, the Construction Manager shall make appropriate recommendations on methods and Materials to the City and Design Professional that the Construction Manager believes will bring the Project back into the Project budget.
- 2.5.3 In between these milestone estimates, the Construction Manager shall periodically provide a tracking report which identifies the upward or downward movements of costs due to value engineering or scope changes as well as tracking price escalations to major components. It shall be the responsibility of the Construction Manager to keep the City, City Representative and Design Professional informed as to the major trend changes in costs relative to the City's budget.
- 2.5.4 If requested by the City, the Construction Manager shall prepare a preliminary "cash flow" projection based upon historical records of similar types of projects to assist the City in the financing process.

## **2.6 DISPARITY GOALS PROGRAM**

- 2.6.1 If directed by the City, the Construction Manager, based on information provided by the City Representative, Design Professional and City and prior to preparing the GMP Proposal described below, will meet with the City to obtain Minority and Women-owned Business Enterprise goals. The Construction Manager will identify the estimated value of Work to be performed by each Subcontractor/Supplier in Construction Specifications Institute (CSI) format. The minimum goals for Work to be performed during the construction phase by DBE or SBE firms will then be established and expressed as percentages of appropriate construction costs for the Project.
- 2.6.2 The Construction Manager will submit the following documents with the GMP proposal package if subcontractors have been selected prior to submission of the GMP proposal. If the GMP proposal is submitted prior to subcontractor selection, the Construction Manager will submit these documents before the selected DBE or SBE subcontractor commences onsite construction operations.
  - 2.6.2.1 In a tabulation form, the Construction Manager shall list all proposed DBE or SBE subcontractors who will be performing work under the respective GMP package. The Construction Manager will list the name of the firm, the value of work to be performed by that firm, and the estimated percentage of the total Project construction cost to be performed by that firm. When received by the City, these forms will be sent to the Purchasing Department to verify that the firms are properly certified within the City's system.
  - 2.6.2.2 Letters of Intent to Perform as a Subcontractor. These letters must be submitted for each Subcontractor or Supplier listed on the "Contractor's Statement of Proposed DBE or SBE Utilization" form. These letters are prepared by the respective subcontractors and indicate the



subcontractors' intent to perform the work as detailed on the Construction Manager's Utilization form for the indicated price.

- 2.6.3 Firms certified by the City of Pensacola are eligible to fulfill DBE/SBE subcontracting goals for City of Pensacola projects. The Construction Manager will ensure that the subcontractors the Construction Manager proposes to use on this Project are properly certified with the City at the time of receipt of bids for their respective bid package.

## **2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS**

- 2.7.1 The proposed GMP for the Project will be presented in a format acceptable to the City, including separate sub-GMPs (see Exhibits "B", "C", and "D" attached). The City may request GMP Proposals for all or any portion of the Work. Any GMP Proposals submitted by the Construction Manager will be based on and consistent with the current updated/revised cost estimate at the time of the request, the associated estimates for construction costs include any clarifications or assumptions upon which the GMP Proposal(s) are based.
- 2.7.2 The Guaranteed Maximum Price shall be comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.
  - 2.7.2.1 The Cost of the Work is actual costs and is a not-to-exceed, reimbursable amount.
  - 2.7.2.2 The General Conditions Costs shall be a lump sum amount, which will include bonds and insurance premiums based on the full contract price for construction and which will be negotiated as a separate line item in the GMP Proposal for the Work and in the GMP Amendment.
  - 2.7.2.3 The Construction Manager's Fee shall be a percentage of the sum of the Cost of the Work and the Construction Manager's Contingency which shall be negotiated as a separate line item in the GMP Proposal for the Work and in the GMP Amendment. Salaries or other compensation of the Construction Manager's employees who are stationed or principally located in the office and branch offices are included in the Construction Manager's Fee. Cost related to principal office personnel who are stationed or principally located at the field office in a capacity directly related to performance of the Work is not included in the "Fee" and will be included in the Cost of Work.
  - 2.7.2.4 Construction Manager's Contingency is an amount the Construction Manager may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. Construction Manager's Contingency is assumed to be a direct project cost so will receive the mark up for the Construction Manager's Fee at the time of GMP submission, as provided in Section 2.7.2.3.
  - 2.7.2.5 Taxes are deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount.

- 2.7.3 City's Contingency are funds to be used at the discretion of the City to cover any increases in Project costs that result from City directed changes or unforeseen site conditions. Markups for Construction Manager's Fee and taxes will be applied by the Construction Manager at the time and to the extent that City's Contingency is used by Construction Manager.
- 2.7.4 The Construction Manager's Contingency is distinct and separate for each sub-GMP and may not be reallocated to other sub-GMPs. The amount of Construction Manager Contingency for each sub-GMP amendment will be negotiated separately and shall reflect the Construction Manager's risk from that point in the Work forward.
- 2.7.5 The Construction Manager, in preparing each GMP Proposal, will obtain from the Design Professional Construction Documents that have reached a minimum of 60% completion which include plans and specifications (including all revisions). The Construction Manager will prepare a preliminary GMP based on the 60% documents. Subsequently, the Construction Manager will obtain from the Design Professional Construction documents that have reached 90% completion of all plans and specifications. The Construction Manager will prepare a GMP Proposal based on the 90% documents. In both instances, the Construction Manager will mark the face of each document of each set upon which its proposed GMP is based. The final GMP Proposal shall be based on 100% Issued for Construction plans and Specifications which shall be marked on their face and identified as the GMP Plans and Specifications. The Construction Manager will send one set of the GMP Plans and Specifications to the City Representative, keep one set, and return the third set to the Design Professional.
- 2.7.7 A Project Schedule will be a part of each GMP Proposal(s) and will reflect the GMP Plans and Specifications. Any such Project Schedule will comply with the requirements of Section 2.3.
- 2.7.8 GMP Proposal(s) Review and Approval
- 2.7.8.1 The Construction Manager will meet with the City and its representatives, the City Representative, and the Design Professional to review each GMP Proposal(s) and the written statement of its basis. In the event the City discovers inconsistencies or inaccuracies in the information presented, the Construction Manager will make adjustments as necessary to the GMP Proposal, its basis or both.
- 2.7.8.2 The City upon receipt of any GMP proposal from the Construction Manager, may submit the GMP Plans and Specifications to an independent third party for review and verification. The third party will develop an independent estimate of the Cost of the Work and review the Project Schedule for the associated scope of the GMP Proposal. Cost estimates by the Construction Manager on the basis of which GMP is established must be reasonably compatible with such third-party estimates.
- 2.7.8.3 If the Construction Manager's GMP Proposal is greater than the independent third party's estimate in time or money, the City may require the Construction Manager to reconfirm its GMP Proposal. The Construction Manager will accept the independent third party's estimate for the Cost of Work as part of his GMP or present a report within seven days of a written request by the City identifying, explaining and substantiating the differences. The Construction Manager



may be requested to, or may at its own discretion, submit a revised GMP Proposal for consideration by the City. At that time the City may do one of the following.

- (a) Accept the Construction Manager's original or revised GMP Proposal, if within the City's budget, without comment.
- (b) Accept the Construction Manager's original or revised GMP Proposal that exceeds the City's budget and indicate in writing to the Construction Manager that the Project Budget has been increased to fund the differences.
- (c) Reject the Construction Manager's original or revised GMP Proposal because it exceeds the City's budget, and/or the independent third party's estimate, in which event, the City may, at the City's option: (i) direct the Design Professional to revise the Plans and Specifications to reduce the estimated Cost of the Work so that the GMP Proposal will be acceptable to the City; or (ii) terminate this Contract.

2.7.8.4 Upon acceptance by the City of the GMP for the Project, the City and Construction Manager shall execute a Guaranteed Maximum Price Amendment to memorialize such agreement.

2.7.8.5 If during the review and negotiation of GMP Proposals design changes are required, the City will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the Construction Manager. The Construction Manager will promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

## **2.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

2.8.1 There are two ways to select Subcontractors and major Suppliers prior to submission of a GMP Proposal. They are qualifications-based selection and competitive bidding. Except as noted below, the selection of Subcontractors/Suppliers is the responsibility of the Construction Manager. In any case, the Construction Manager is solely responsible for the performance of the selected Subcontractors or Suppliers. Further, the pre-engineering metal hangar building supplier shall be selected as set forth in Section 2.7.5 above.

2.8.2 The City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when the Construction Manager can demonstrate it is in the best interest of the Project.

2.8.2.1 Qualification based selection of a Subcontractor(s) or Supplier(s) shall only occur prior to the submittal of the GMP Proposal.

2.8.2.2 The Construction Manager will prepare a Subcontractor or Supplier selection plan and submit the plan to the City for approval. The Construction Manager shall apply the plan in the evaluation

of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation.

2.8.2.3 The Construction Manager must receive City approval of the selected Subcontractor(s) or Supplier(s).

2.8.2.4 The Construction Manager will negotiate costs for services/supplies from each Subcontractor or Supplier selected under this method, the City Representative shall participate in these negotiations. Approval of terms of negotiation by the City shall be required prior to Construction Manager entering into a Contract with the sub-contractor.

2.8.3 Unless the City approves self-performance of Work by the Construction Manager for a small portion of Work, all Work shall be competitively bid unless a Subcontractor or Supplier was selected pursuant to Section 2.8.2 above. Competitive bids may occur prior to or after the GMP Proposal(s). Subcontracts and purchase orders involving amounts not in excess of \$15,000 may be awarded without the prior approval of the City Representative.

2.8.3.1 The Construction Manager will develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by the City and solicit bids for the various Work categories. The Construction Manager will identify the DBE or SBE Subcontractors and Suppliers and during the bidding process keep the City informed on the progress of meeting the desired DBE or SBE goals. If there are not three qualified Subcontractors or Suppliers available for a specific trade or there are extenuating circumstances warranting such, the Construction Manager may request approval by the City to submit less than three names. Without prior written notice to the City, no change in the recommended Subcontractors or Suppliers will be allowed.

2.8.3.2 If the City objects to any nominated Subcontractor or Supplier or to any self-performed Work for good reason, the Construction Manager will nominate a substitute Subcontractor or Supplier that is acceptable to the City.

2.8.3.3 The Construction Manager will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers.

2.8.3.4 If the Construction Manager desires to self-perform certain portions of the Work, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The Construction Manager's bid will be evaluated in accordance with the process identified below. If events warrant and the City concurs that in order to ensure compliance with the Project Schedule and/or cost, the Construction Manager may self-perform the specific Work. In that event, the City Representative may select either Construction Manager's price to perform the Work or any one of subcontractors' proposals, and there shall be no application of a preferred subcontract cost differential.

2.8.3.5 The Construction Manager shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the Construction Manager, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel



assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor or Supplier bids will be done with the City Representative in attendance to observe and witness the process. The Construction Manager will resolve any Subcontractor or Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

- 2.8.4 The Construction Manager will be required to prepare two different reports on the subcontracting process.
  - 2.8.4.1 Within fifteen days after each major Subcontractor or Supplier bid opening process, the Construction Manager will prepare a report for the City's review and approval identifying the recommended Subcontractors or Supplier for each category of Work. The report will detail (a) the name of the recommended Subcontractor or Supplier and the amount of the Subcontractor or Supplier bid for each subagreement, (b) the sum of all recommended Subcontractor/Supplier bids received, (c) and trade work and its cost that the Construction Manager intends to self-perform, if any.
  - 2.8.4.2 Upon completion of the Subcontractor or Supplier bidding process, the Construction Manager shall submit a summary report to the City of the entire Subcontractor or Supplier selection process. The report will indicate, by bid process, all Subcontractors or Suppliers contacted to determine interest, the Subcontractors or Suppliers solicited, the bids received, and costs negotiated, and the recommended Subcontractors or Suppliers for each category of Work.
- 2.8.5 The approved Subcontractors or Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Schedule of Values for each segment of the Project.
- 2.8.6 If after receipt of sub-bids or after award of Subcontractors or Suppliers, the City objects to any nominated Subcontractor or Supplier or to any self-performed Work for good reason, the Construction Manager will nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor or Supplier bids for the Work affected. Once such substitute Subcontractors or Suppliers are approved by the City, the Construction Manager's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.
- 2.8.7 Promptly after submission of the GMP Proposal for the Work, the City will conduct a pre-award conference with the Construction Manager and other Project Team members. At the pre-award conference, the Construction Manager will (a) review the nominated slate of Subcontractors or Suppliers and discuss any concerns with or objections that the City has to any nominated Subcontractor or Supplier; (b) discuss City concerns relating to any proposed self-performed Work; (c) review the Construction Manager's proposed Contract Price for the Work during the construction phase; (d) discuss the conditions, if any, under which the City will agree to leave any portion of the remaining Contractor's Contingency within the Contract Price for the construction phase Work; (e) resolve possible time frames for the Date of Commencement of the Contract time for the construction phase Work; (f) schedule the pre-construction conference; and (g) discuss other matters of import.

### **ARTICLE 3 - PERIOD OF DESIGN PHASE SERVICES**

- 3.1 The design phase services described in this Contract will be performed by Construction Manager in accordance with the most current update/revised Construction Schedule. Material and substantial repeated failure on the part of the Construction Manager to adhere to the Construction Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by the City.
- 3.1.1 Upon failure to adhere to the approved Construction Schedule, City may provide written notice to Construction Manager that it intends to terminate this Contract unless the problem cited is cured, or commenced to be cured, within three days of Construction Manager's receipt of such notice.
- 3.2 If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation will be due and owing, and said time period will expire, on the first day thereafter which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Local time) on the day of performance.

### **ARTICLE 4 - DESIGN SERVICES PHASE COMPENSATION AND PAYMENTS**

- 4.1 The Construction Manager's compensation for all design phase services for the Project shall be Fifty Thousand and 00/100 Dollars (\$50,000.00).

The City may withhold payment of the design phase services fee to such extent reasonably necessary as a result of (a) third party claims arising out of the services of the Construction Manager and made against the City and as verified by the City within 30 days of receipt of said claim. The City's release of payment to the Construction Manager after said claim does not relieve the Construction Manager from any liability or responsibility otherwise covered in the contract and subsequently arising out of said claim; (b) for the amount of any, over billing, overpayment, or fraud discovered upon audit; (c) failure to make payment prompt payments to sub-consultants; (d) payment request received which includes fees for unapproved sub-consultants; (e) the amount required to correct performance of services not in accordance with generally accepted standards of care of services by the Construction Manager or its sub-consultants. The City's withholding of design services payments to Construction Manager shall not in any way relieve the Construction Manager of its obligations to continue to perform its services under this Contract.

- 4.2 Progress payments for design phase shall be paid as follows: \$16,667.00 upon completion of design phase services up to and including 30% design (including 30% design cost estimates); \$16,667.00 upon completion of design phase services up to and including 60% design (including GMP Proposal); and \$16,666.00 upon completion of all design phase services.

The Construction Manager's monthly billing shall be on a form approved by the City and shall include a cover sheet in which the following is shown:



1. Original amount.
2. The total previous amounts received.
3. The remaining balance to complete the Design Services Phase Project.
4. Amount Due.

Additionally, the monthly billing shall include, without limitation, a narrative of the Work completed and a statement of Reimbursable Expenses incurred.

The City shall make payment to the Construction Manager in accordance with its standard billing and payment procedures and applicable Florida Statutes. Invoices must be received and approved by the City by the 20<sup>th</sup> of month in order to be paid in City check cycle. Ordinarily the City issues checks for payment of invoices on the 10<sup>th</sup> of each month. A complete and accurate billing from the Construction Manager must have been received and approved by the City Representative and forwarded to the Office of the Port Director by the last day of the month for consideration of payment on the 10<sup>th</sup> of the following month. Items received after the last day of the month will be processed in the following payment cycle.

- 4.3 Intentionally left blank.
- 4.4 If the City requests additional services, a Change Order or Amendment will be executed and the compensation set forth above will be adjusted as agreed by the parties.
- 4.5 The Construction Manager will pay all sums due Subconsultants for services and reimbursable expenses within fourteen (14) calendar days after the Construction Manager has received payment for those services from the City. No retainage shall be held in conjunction with design phase services provided by the Construction Manager.
- 4.6 The Construction Manager agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances by the City during the progress of any portion of the design phase services specified in this Contract. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period as may be mutually agreed which the time of completion may have been extended, will in no way act as a waiver on the part of the City of any of its legal rights herein.
- 4.7 If any design phase service(s) executed by the Construction Manager is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the Construction Manager, the Construction Manager shall be fully paid for the services performed prior to the abandonment or suspension, and all reasonable costs of demobilization and re-mobilization..
- 4.8 When authorized by the City, the Construction Manager will be entitled to reimbursement at cost for design phase services and related expenses incurred for reasonable travel expenses incurred for travel outside of Pensacola, Florida, approved in advance by the City, consisting of reasonable charges for air transportation (not to exceed standard coach rates), ground travel (for automobile rental, taxi, parking, etc. not to exceed \$50 per day), and authorized expenses while traveling (not

to exceed the corporate rate at major business hotels in the area and a per diem for meal and miscellaneous business expenses of \$30) shall be reimbursed. The Construction Manager shall provide detailed receipts for all reimbursable charges.

## **ARTICLE 5 - CONSTRUCTION PHASE SERVICES**

5.1 The Construction Manager shall cause to be performed all of the Work required by the Contract Documents as revised or added to from time to time to reflect clarifications and approved changes.

### **5.2 THE WORK**

5.2.1 It is the intent of City to describe in the Contract Documents a functionally complete Project to be constructed in accordance with the Contract Documents. Any Work, Materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the Construction Manager whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids. City shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

5.2.2 The Construction Manager agrees that the Work shall be performed in a good and professional manner, free from defects in Materials and workmanship, and that all Materials shall be new and approved by or acceptable to the City Representative, except as otherwise expressly provided for in the Contract Documents. The Construction Manager shall cause all Materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the improvements.

5.2.3 The Construction Manager shall plan, record, and update, at least monthly, the construction schedule of the Work (the "Construction Schedule") utilizing the Critical Path Method ("CPM") of scheduling. As part of each GMP Proposal, the Construction Manager shall prepare and submit for the City Representative's approval the Construction Schedule. It shall indicate the dates for the commencement and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to the City Representative's approval. The Construction Schedule shall encompass all of the Work of all trades necessary for the construction of the Work and shall be sufficiently complete and comprehensive to enable progress to be monitored on a weekly basis.



## **5.2.4 SUPERINTENDENCE AND SUPERVISION**

- 5.2.4.1 The Construction Manager shall keep on the Project during its progress, a competent English-speaking superintendent or project manager (hereinafter referred to as "superintendent") and any necessary assistants, all satisfactory to the City Representative. The superintendent must be approved by the City Representative before the Work begins and shall not be changed except with the written consent of City Representative, unless the superintendent proves to be unsatisfactory to the Construction Manager and ceases to be in its employ in which case the replacement superintendent must be approved by the City Representative. The superintendent shall represent the Construction Manager and all direction given to the superintendent shall be as binding as if given to the Construction Manager and will be confirmed in writing by City Representative upon the written request of the Construction Manager.
- 5.2.4.2 Daily, the Construction Manager's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected the progress of the Work; time of commencement of Work for the day; the Work being performed; Materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site including representatives of City and City Representative; any conditions or occurrences encountered which impact the timely and efficient performance of the Work; and the time of termination of work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by the City. The Construction Manager may, at its option, maintain its daily log in electronic format.
- 5.2.4.3 The City Representative and the Construction Manager shall meet every week or as determined by the City Representative, during the course of the Work to review and agree upon the Work performed to date, establish the controlling items of Work for the week and to discuss such other matters as may contribute to the successful completion of the Project. The City Representative shall publish, keep, and distribute minutes and any comments thereto of each such meeting.
- 5.2.4.4 If the Construction Manager, at any time, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Project Manual, it shall be the Construction Manager's duty to immediately inform City Representative, in writing, and City Representative will promptly review the same. Any Work done after such discovery, until authorized, will be done at the Construction Manager's sole risk.
- 5.2.4.5 The Construction Manager shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Construction Manager shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- 5.2.5 The Construction Manager shall, from the perspective of a contractor and not a design professional, check Plans, Specifications and other data to verify all dimensions, quantities and details shown and shall notify City Representative of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery.



The Construction Manager will not be allowed to take advantage of any error, omission or discrepancy. The Construction Manager shall be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents if the Construction Manager recognized such error, omission or discrepancy and knowingly failed to report it to City Representative.

## **5.2.6 DIFFERING SITE CONDITIONS**

5.2.6.1 In the event that during the course of the Work the Construction Manager encounters an underground utility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, the Construction Manager, without disturbing the conditions and before performing any Work affected by such conditions, shall, no later than forty-eight (48) hours after their discovery, or 9:00 am the next business day, whichever is later, notify City Representative in writing of the existence of the aforesaid conditions. City Representative shall, within one (1) business day after receipt of the Construction Manager's written notice, investigate the site conditions identified by the Construction Manager. If, in the sole opinion of City Representative, the conditions do materially so differ and cause an increase or decrease in the Construction Manager's cost of, or the time required for, the performance of any part of the Work, City Representative shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both, which is subject to approval by the City pursuant to Section 9.4, hereof. If City Representative and the Construction Manager cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be determined by the City Representative in accordance with Article 30. Should City Representative determine that the conditions of the Project site are not so materially different as to justify a change in the terms of the Contract, City Representative shall so notify City and the Construction Manager in writing, stating the reasons. The City Representative's determination of differing site conditions is subject to Section 30.1.

5.2.6.2 No request by the Construction Manager for an equitable adjustment to the Contract under this provision shall be allowed unless the Construction Manager has given written notice in strict accordance with the provisions of Section 5.2.6.1. Failure to give such written notice shall constitute an unequivocal waiver of any equitable adjustment under this provision.

5.2.6.3 No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by City Representative as the date of Substantial Completion.

## **5.2.7 SHOP DRAWINGS**

5.2.7.1 The Construction Manager shall submit Shop Drawings as required by the Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency,

technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

- 5.2.7.2 Within thirty (30) calendar days after the Project Initiation Date specified in the Notice to Proceed, The Construction Manager shall submit to City Representative a list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list ("the Schedule of Submission") by City Representative shall in no way relieve the Construction Manager from submitting complete Shop Drawings and providing Materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.
- 5.2.7.3 After the approval of the list of items required in Section 5.2.7.2 above, the Construction Manager shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.
- 5.2.7.4 The Construction Manager shall thoroughly review and check the Shop Drawings and each and every copy shall show its approval thereon.
- 5.2.7.5 If the Shop Drawings show or indicate departures from the Contract requirements, the Construction Manager shall make specific mention thereof in its letter of transmittal to the City Representative and the party submitting the Shop Drawings. Neither such letter of transmittal pointing out such departures nor the failure to point out such departures shall relieve the Construction Manager from its responsibility to comply with the Contract Documents.
- 5.2.7.6 Provided such submittals are in conformity with the approved Schedule of Submission, City Representative shall coordinate review and approval of Shop Drawings by Design Professional within fifteen (15) calendar days from the date received, unless said Drawings are rejected for material reasons. Approval of Shop Drawings will be general and shall not relieve the Construction Manager of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of Materials or Work required by the Contract Documents and not indicated on the Drawings. No Work called for by Shop Drawings shall be performed until the said Shop Drawings have been approved by Design Professional. Approval shall not relieve the Construction Manager from responsibility for errors or omissions of any sort on the Shop Drawings.
- 5.2.7.7 It is the Construction Manager's responsibility to assemble the Shop Drawings for all interconnecting and/or interdependent items, check them and then make one submittal to City Representative along with its comments as to compliance, noncompliance, or features requiring special attention. No approval will be given for partial submittals of Shop Drawings for items which interconnect and/or are interdependent.



5.2.7.8 If catalog sheets or prints of manufacturer's standard drawings are submitted as Shop Drawings, any additional information or changes on such Shop Drawings shall be typewritten or lettered in ink.

5.2.7.9 The Construction Manager shall submit the number of copies required by City Representative. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

5.2.7.10 The Construction Manager shall keep one set of Shop Drawings marked with Design Professional's approval at the job site at all times.

5.2.7.11 The Construction Manager acknowledges and agrees that the Design Professional shall be obligated to review and comment on each Shop Drawing or technical submittal a maximum of three (3) times and that Construction Manager shall bear the cost of additional reviews.

## **5.2.8 FIELD LAYOUT OF THE WORK, RECORD DRAWINGS AND EQUIPMENT DATA**

5.2.8.1 The entire responsibility for establishing and maintaining line and grade in the field lies with the Construction Manager. The Construction Manager shall maintain an accurate and precise record of the location and elevation of all underground site utilities installed by the Construction Manager, sealed by a Professional Surveyor. The Construction Manager shall deliver these records in good order to City Representative as each segment of the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper.

5.2.8.2 The Construction Manager shall maintain in a safe place at the project site one record set of the Contract Documents in good order and marked currently to record all changes made during construction and an accurate and precise location of all portions of the Work sufficient for the preparation of accurate as-built drawings.

5.2.8.3 Prior to, and as a condition precedent to Final Payment, the Construction Manager shall submit to City Representative the Construction Manager's project record drawings acceptable to the Design Professional.

5.2.8.4 Concurrently with the turnover of any piece of equipment to the City, the Construction Manager shall deliver to Program Manager for delivery to the City all equipment data, along with its recommended spare parts list, maintenance manuals, manufacturer's warranties and operations manuals as may be required for the City employees or agents to maintain and operate any equipment delivered as a part of the Work.

#### 5.2.9 Inspection and Testing

- 5.2.9.1 City Representative and City shall at all times have access to the Work, and the Construction Manager shall provide for use by the City Representative Construction Manager's on-site construction trailer for such access and for inspecting, measuring and testing as is reasonably needed.
- 5.2.9.2 Should the Contract Documents, City Representative's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, the Construction Manager shall provide and update weekly for the City Representative a two (2) week "look-ahead" schedule denoting all activity to be performed and highlighting those that need testing and approval. If the testing or approval is to be made by an authority other than City, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and where practicable, at the source of supply. If any of the Work is covered up without approval or consent of City Representative, it must, if required by City Representative, be uncovered for examination and properly restored at the Construction Manager's expense.
- 5.2.9.3 Reexamination of any of the Work may be ordered by City Representative and if so ordered, the Work must be uncovered by the Construction Manager. If such Work is found to be in accordance with the Contract Documents, City shall pay the cost of reexamination and replacement by means of a change order. If such Work is not in accordance with the Contract Documents, the Construction Manager shall pay such cost as part of the GMP.
- 5.2.9.4 Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of, the Contract Documents. No action of an inspector shall form the basis of a claim of delay to the Contract.
- 5.2.9.5 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by the Construction Manager to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of the Construction Manager will constitute a material breach of this Contract.

#### 5.2.10 **TAXES**

- 5.2.10.1 The Construction Manager shall pay all applicable sales, consumer, use and other taxes required by law. The Construction Manager is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.
- 5.2.10.2 Taxes shall be a reimbursable cost under Section 10.3.5 (6). All such taxes shall be included in the GMP.
- 5.2.11 Construction Manager shall perform Work under this Contract only from 6:00 a.m. until 7:00 p.m., Mondays through Saturdays, but excluding Christmas Day, New Year's Day, Memorial Day and the Saturday prior to Memorial Day, July 4, Labor



Day and the Saturday prior to Labor Day, and Thanksgiving Day and the Friday and Saturday after Thanksgiving Day. No Work shall be performed during any other hours, days or evenings except with the prior written consent of the City Representative and in accordance with applicable City ordinances.

#### **ARTICLE 6 - PRIORITY OF PROVISIONS**

- 6.1 The Contract Documents shall be interpreted so as to eliminate inconsistencies or conflicts, but in the event of any conflict, requirements for greater quantity and/or more expensive work shall govern.
- 6.2 In case of conflicts between the provisions of this Contract, any ancillary documents executed contemporaneously herewith or prior hereto, or any other of the Contract Documents, the provisions of this Contract (including all Exhibits and Attachments) shall prevail.
- 6.3 Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Plans shall have the same effect as if shown or mentioned respectively in both. In case of disagreement between the written and graphic portions of the Project Manual, the written portion shall govern.
- 6.4 The organization of the Specifications into divisions and sections and the arrangement of Plans shall not control the Construction Manager in dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade. The organization of the Specifications and the arrangement of the Plans are for the convenience of the Construction Manager and are not intended to relieve the Construction Manager from its obligation to conduct a complete study of the Plans, Specifications and Addenda for the purpose of directing the various Subcontractors and suppliers as to their respective responsibilities.

#### **ARTICLE 7 – CITY REPRESENTATIVE'S AUTHORITY**

- 7.1 The City Representative will provide overall technical and management services to assist the City in maintaining schedules, establishing budgets, controlling costs, achieving quality and minimizing operational disruptions.
- 7.2 If at any time the City Representative observes or becomes aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, City Representative will promptly notify the City Representative and the Construction Manager and will direct that all reasonable steps be taken to correct such fault, defect or nonconformance. The City Representative shall have the authority to reject Work that does not in its opinion, conform to the Contract Documents.
- 7.3 To the extent requested by the City, City Representative will monitor the Work of the Construction Manager and shall coordinate all phases of its Work to facilitate completion of the Work in accordance with the established time period and estimate of construction cost.



- 7.4 City Representative shall have no control over construction means, method, techniques, sequences and procedures employed by the Construction Manager in the performance of the Work.
- 7.5 City Representative shall determine when the date of Substantial Completion has occurred.

## **ARTICLE 8 - TIME FOR PERFORMANCE OF CONSTRUCTION OF WORK**

### **8.1 CONTRACT TIME**

- 8.1.1 The Construction Manager shall be instructed to commence construction of the Work by written instruction in the form of a Notice to Proceed issued by the City Representative. The Notice to Proceed will not be issued until the Construction Manager's submission to the City of all required documents, including the CPM Schedule, and after execution of the GMP Amendment by both parties. The receipt of all initially required permits by the Construction Manager is a condition precedent to the issuance of a Notice to Proceed.
- 8.1.2 Time is of the essence throughout this Contract. The parties acknowledge that the Work may, in the City's discretion, proceed under partial permits. The Construction Manager shall provide City Representative with a schedule indicating specific dates by which completed drawings and permits must be received by the Construction Manager to ensure the uninterrupted progress of the Work in order to complete the Work as scheduled. If the City directs the Construction Manager to proceed under partial permits and such direction later results in additional costs that could have reasonable been avoided without such direction, the additional costs shall be added to the Guaranteed Maximum Price by a Change Order.
- 8.1.3 The Construction Manager shall achieve Substantial Completion no later than the Substantial Completion date set forth in the GMP Amendment (as adjusted by Change Orders) and shall achieve Final Completion no later than sixty (60) days after Substantial Completion.
- 8.1.4 If the Construction Manager fails to achieve Substantial Completion of the Work within the specified period of time, plus approved time extensions, the Construction Manager shall pay to City, for each calendar day after the time specified in the Guaranteed Maximum Price Amendment, plus any approved extensions, the *per diem* liquidated damages in the amount negotiated by the parties and included in each GMP Proposal and GMP Amendment for each day thereafter until Substantial Completion is achieved.

After Substantial Completion, should the Construction Manager fail to achieve Final Completion within the time specified in Section 8.1.3 above, plus approved time extensions thereof, for Final Completion and readiness for final payment, the Construction Manager shall pay to City, *per diem* liquidated damages in the amount negotiated by the parties and included in each GMP Proposal and GMP Amendment for each day thereafter until Final Completion is achieved.



These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial use of the Work. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay, and both parties desiring to obviate any questions or disputes concerning the amount of said damages and the cost and effect of the failure of the Construction Manager to complete the Contract on time.

- 8.1.5 City is authorized to deduct liquidated damages from monies due to the Construction Manager for the Work under this Contract, or as much thereof as City may, at its own option, deem just and reasonable.
- 8.1.6 Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for change in Contract Time pursuant to Section 8.3. These time extensions are justified only when rain or other inclement weather conditions cause delays over inclement weather allowance incorporated into the contract duration (schedule). The number of calendar days included in the Construction Schedule duration for the impact of inclement weather shall be negotiated by the parties and included in each GMP Proposal and GMP Amendment. In the event that more than the agreed number calendar days of weather impact (as set forth in the GMP Amendment) is documented, then the Contract Time shall be extended to compensate for loss of time due to weather. These time extensions are justified only when rain or other inclement weather conditions or related adverse soil conditions exceed the anticipated rain delay incorporated into the baseline project schedule.
- 8.1.7 Extension of the Contract Time shall be the Contractor's sole remedy for delay unless the same shall have been caused by acts constituting fraud, bad faith or active interference by the City with Contractor's performance of the Work and where and to the extent that such acts continue after Contractor's notice to City of such interference. City's exercise of any of its rights as it relates to changes in Work regardless of the extent or number of such changes, or City's exercise of any of its remedies of suspension of the Work, or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as active interference with Contractor's performance of the Work. To exercise Contractor's right to extension of time due to City's active interference, Contractor shall, within seven calendar days of appreciating the active interference, or the next business day if the seventh day falls on a holiday or a weekend ("notification period"), notify City in writing of City's active interference. If Contractor fails to notify City of City's active interference within the notification period, then Contractor waives any rights under this Section to claim City's active interference from the end of the notification period until the City receives written notification of active interference from Contractor.
- 8.2 When the Construction Manager considers that the Work has reached Substantial Completion, the Construction Manager shall so notify Design Professional and City Representative in writing. Design Professional and/or City Representative shall then promptly inspect the Work. When Design Professional and City Representative, on the basis of such an inspection, determine that the Work has achieved Substantial Completion, Design Professional or City Representative will then prepare a Certificate of Substantial Completion in the customary form acceptable to the parties which shall



establish the Date of Substantial Completion; shall state the responsibilities of City and the Construction Manager for security, maintenance, utilities, damage to the Work, and insurance; and shall list all Work yet to be completed ("Punch List") to satisfy the requirements of the Contract Documents for Final Completion; and shall establish time for Final Completion of all such remaining Work. The failure to include any items of corrective Work on such list does not alter the responsibility of the Construction Manager to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated segment thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to City through the City Representative, after execution by the Construction Manager and City Representative, indicating their written acceptance of the responsibilities assigned to them in such Certificate.

### **8.3 NOTIFICATION OF CHANGE OF CONTRACT TIME OR CONTRACT PRICE**

- 8.3.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice delivered by the Construction Manager to the City Representative within seven (7) calendar days of the commencement of the event giving rise to the claim and stating the general nature of the claim. Notice of the specific nature and elements of the claim shall be delivered within twenty (20) calendar days after the date of such written notice. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, notice of the extent of the claim with supporting data shall be delivered, unless City Representative allows in writing an additional period of time to ascertain more accurate data in support of the claim, and shall be accompanied by the Construction Manager's written sworn certification that the adjustment claimed is the entire adjustment in Contract Time and Contract Price to which the Construction Manager is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time or Contract Price shall be determined by City Representative in accordance with Article 30 hereof, if City Representative and the Construction Manager cannot otherwise agree. NO CLAIM FOR AN ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE WILL BE VALID IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Nothing in this Section shall be deemed to contradict or affect the application of Section 8.1.7 (no damages for delay).

## **ARTICLE 9 - CHANGES IN THE WORK OR TERMS OF CONTRACT DOCUMENTS**

- 9.1 Without invalidating the Contract and without notice to any surety, City reserves and shall have the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders, Change Directives or Change Orders; any sums moved between Contract Price Elements included within the Contract Price must be accomplished by an appropriate Contract Price Element Adjustment Memorandum.



9.2 Any changes to the terms of the Contract Documents must be contained in a written document executed by the parties hereto prior to the initiation of any work reflecting such change. This section shall not prohibit the issuance of Change Directives executed only by City as hereinafter provided. The City Representative shall have authority to authorize and execute any Change Order on behalf of the City if the net increase in the GMP resulting from such Change Order is not greater than \$25,000.00. Otherwise, the Change Order must be executed by the Mayor or the City Administrator of the City.

9.3 The City Representative may direct the Construction Manager to expedite the Work by whatever means the Construction Manager may use, including, without limitation, increasing staffing or working overtime to bring the Work back within the Progress Schedule. If the expediting of Work is required due to reasons within the control or responsibility of the Construction Manager, then the additional costs incurred shall be chargeable to the Cost of the Work as part of the GMP. If the expediting of Work is required due to reasons outside the control or responsibility of the Construction Manager, then the additional costs incurred shall be the subject of an appropriate adjustment issued pursuant to Section 9.4 below.

#### 9.4 Changes to the Work

9.4.1 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by Change Orders or Change Directives.

9.4.2 The City Representative, as authorized by the City Representative, may initiate a change order request ("Change Order Request"), setting forth in detail the nature of the requested change. Upon receipt of a Change Order Request, the Construction Manager shall review the change order request with the City Representative prior to furnishing to the City Representative a statement setting forth in detail, with a suitable detailed breakdown including a breakdown of labor and Materials, the Construction Manager's estimate of the changes in the Estimated Construction Manager's Direct Construction Cost (as set forth as an exhibit, in the format of Exhibit "B" hereto, to the GMP Amendment) and changes to any other Contract Price Elements attributable to the changes set forth in such Change Order Request and proposed adjustments, if any, to the Contract Time resulting from such Change Order Request. If the City Representative accepts such the Construction Manager's Estimate, a Change Order shall be executed by an authorized representative of the City and delivered by the City Representative to the Construction Manager for execution. Agreement on any Change Order shall constitute a final settlement on all items affected therein, including without limitation any adjustment in the Guaranteed Maximum Price or the Contract Time, subject to performance thereof and payment therefore pursuant to the terms of this Contract and such Change Order.

9.4.3 The Construction Manager's fee on such changes shall be determined as follows:

- (a) A mutually acceptable fixed fee, or if none can be agreed upon,

- (b) The Construction Manager's Fee (expressed as a percentage as set forth in the GMP Amendment) multiplied by the net change to the Cost of the Work resulting from the Change Order. Any subcontractor's percentage markup for overhead and profit on change orders shall be reasonable, but in no event shall the aggregate of the subcontractor's overhead and profit markups exceed twenty percent (20%). In the event subcontractor is affiliated with the Construction Manager by common ownership or management, or is effectively controlled by the Construction Manager, no fee will be allowed on the subcontractor's costs. In the event there is more than one level of subcontractor, such as second and third tier subcontractors, the sum of all of the subcontractors' percentage markups for overhead and profit shall not in the aggregate exceed forty percent (40%).

9.4.4 All changes to construction contracts must be approved in advance in writing.

9.4.5 The Construction Manager shall not (and is under no obligation to) start work on any alteration requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved in writing by the City and the Construction Manager. Upon receipt of an approved Change Order, the Construction Manager shall promptly proceed with the Work set forth within the document.

9.4.6 In the event a satisfactory adjustment cannot be negotiated for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been approved by both parties, City reserves the right at its sole option to either: (a) issue a Change Directive; (b) terminate the Contract as it applies to the alteration in the Work and make such arrangements as may be deemed necessary to complete the alteration in the Work; or (c) submit the matter in dispute to City Representative as set forth in Article 30 of this Contract. During the pendency of the dispute, and upon receipt of Change Directive from the City Representative, the Construction Manager shall promptly proceed with the change in the Work involved and advise the City Representative and City Representative in writing within seven (7) calendar days of the Construction Manager's agreement or disagreement with the adjustment, if any, provided in the Change Directive for the Contract Price or Contract Time. The Construction Manager has no obligation to begin performing any alteration in the Work without a Change Directive.

9.4.7 On approval of any Contract change increasing the Contract Price, the Construction Manager shall ensure that the Performance Bond and Payment Bond are increased so that each reflects the total Contract Price as increased.

9.5 The City Representative shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or Contract Time.



9.6 Excusable Delay: Compensable and Non-Compensable

- 9.6.1 Excusable Delay is delay which extends the Contract Time, is not otherwise contemplated by the Contract (e.g., Section 8.1.6 allowance for inclement weather days), and is caused by circumstances beyond the control of the Construction Manager or its subcontractors, material persons, suppliers, or vendors. The Construction Manager is entitled to a time extension of the Contract Time for each day the Contract Time for the Work is delayed due to Excusable Delay. The Construction Manager shall document its claim for any time extensions as provided in Section 8.3 hereof.

Failure of the Construction Manager to comply with Section 8.3 as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

- 9.6.2 Excusable Delay may be compensable or non-compensable. Excusable Delay is compensable ("Compensable Excusable Delay") only if the Excusable Delay is solely caused by the fraud, bad faith or active interference by the City. In no event shall the Construction Manager be compensated for interim delays which do not extend the Contract Time.

The Construction Manager shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct cost recoverable by the Construction Manager shall be limited to the actual additional costs allowed pursuant to Section 10.3.

City and the Construction Manager recognize and agree that the amount of the Construction Manager's precise actual indirect costs for Compensable Excusable Delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the Construction Manager shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate the Construction Manager for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, all profit on indirect costs, job site and home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs recoverable. City shall pay the Construction Manager liquidated damages in the per diem amount negotiated by the parties and included in each GMP Proposal and GMP Amendment for each day the Contract Time for the Work is delayed due to a Compensable Excusable Delay.

When Excusable Delay is (i) caused by circumstances beyond the control of the Construction Manager, its subcontractors, material persons, suppliers and vendors, and is also caused by circumstances not meeting the criteria of Excusable Compensable Delay, or (ii) is caused jointly or concurrently by the Construction Manager or its subcontractors, material persons, suppliers or vendors and by the City or City Representative, then the Construction Manager shall be entitled only to a time extension and no further compensation for the delay.

## ARTICLE 10 - PAYMENTS AND COST OF THE WORK

- 10.1 In full consideration of the full and complete performance of the Work and all other obligations of the Construction Manager hereunder, the City shall pay to the Construction Manager a sum of money, not to exceed the Guaranteed Maximum Price as adjusted by approved Change Orders, equal to the Contract Price which is defined to be the total of: (i) the Cost of the Work, (ii) the General Conditions Costs set forth in the GMP Amendment, (iii) the Construction Manager's design phase fee set forth in Section 4.1, (iv) so much of the approved amount of the Construction Manager's Contingency account as may have been expended, (v) so much of the approved amount of the City's Contingency account as may have been expended by Construction Manager for the Work, (vi) sales tax and (vii) the Construction Manager's Fee. The Contract Price shall not exceed the Guaranteed Maximum Price, adjusted to take into account any approved Change Orders, and shall mean those costs necessarily incurred and paid by the Construction Manager in connection with the performance of all the Work.
- 10.2 In the event that the Construction Manager's total approved expenditures for the Work exceed the Guaranteed Maximum Price, the Construction Manager shall pay such excess from its own funds, and the City shall not be required to pay any amount that exceeds the GMP, and the Construction Manager shall have no claim against the City on account thereof.
- 10.3 The term "Cost of the Work" shall mean the sum of all direct costs necessarily incurred and paid by the Construction Manager in the performance of the Work. Such costs shall be at rates not higher than those customarily paid in the locality of the Project except with the prior written consent of City. The Cost of the Work shall include only those items set forth in this Section 10.3 and shall not include any items listed in Section 10.4. Payment for any Work covered by the Contract shall be determined in one of the following ways:
- 10.3.1 Subcontractor Costs
- (1) Where the Work is covered by unit prices contained in the Contract Documents or an applicable subcontract, by application of unit prices to the quantities of items involved. If the quantity of any item of subcontractor Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued to adjust the unit price, if warranted.
  - (2) By mutual acceptance of a lump sum which subcontractor, the Construction Manager and City Representative acknowledge contains a component for overhead and profit, which shall be subject to the limitation of subcontractor fees set forth in Section 9.4.3. Whenever a change in subcontractor Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, the Construction Manager shall submit an initial cost estimate obtained from the subcontractor and acceptable to City Representative. The breakdown shall list the quantities and unit prices for Materials, labor, equipment and other items of cost. Whenever a change involves more than one subcontractor



and the change is an increase in the GMP, the overhead and profit percentage of each subcontractor and the Construction Manager, if applicable, shall be itemized separately.

- (3) If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the Work shall be determined in the same manner as the Construction Manager's Cost of the Work, subject to the limitation on subcontractor's fees set forth in Section 9.4.3.
- (4) If changes to subcontracted Work affect the GMP, such changes shall be accomplished in accordance with Section 9.4. The amount of decrease in the GMP for any change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and decreases are involved in any one change, the combined effect shall be figured on the basis of the net change in the GMP, if any.

10.3.2 The Construction Manager's Labor Costs: Payroll costs for employees in the direct employ of the Construction Manager in the performance of the Work who are stationed or principally located in the field or field office, including time spent on site by Kevin Spellman up to three days per week as follows: (a) salaries plus labor burden as set forth in the schedule of job classifications agreed upon by City and the Construction Manager and included in each GMP Proposal and GMP Amendment (Management Services); and, (b) as to all other labor costs, described on Exhibit "C" (General Conditions) at actual rates plus the percentage labor burden negotiated by the parties and included in each GMP Proposal and GMP Amendment. Salaries and labor burden for employees not employed full time on the Work covered by the Contract shall be apportioned on the basis of their time spent on the Work. Labor burden shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation, holiday pay and any other fringe or utilized benefits.

10.3.3 Materials and Equipment: Cost of all Materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith, adjusted in accordance with Article 12, pertaining to "Discounts, Rebates and Refunds;" rentals of all construction equipment and machinery and the parts thereof whether rented from the Construction Manager or others in accordance with rental agreements and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. If the total rent paid for any item of equipment rented from a vendor or from the Construction Manager's stock will exceed seventy (70%) percent of its fair market value, with City Representative's approval the item shall be purchased, a bill of sale issued by the Construction Manager, and the item shall become the property of the City. For equipment owned by the Construction Manager which is utilized in construction of the Work, cost shall be calculated on the actual cost of operation, proration of maintenance and actual depreciation in value.



10.3.4 The City reserves the right to purchase and/or supply Materials, tools or items of equipment to the Construction Manager which the City is able to provide at a lower cost than that available to the Construction Manager or has already purchased on a prior project or desires to direct purchase so as not to pay sales tax. In the event of such purchase or supply by the City, the actual purchase price shall be considered as an element of the Direct Construction Cost.

10.3.4.1 City certifies and represents that it is properly certified as an entity exempt from the payment of sales and use taxes in the State of Florida. Prior to City's purchase of any Materials pursuant to the provisions of Section 10.3.4, City shall provide Construction Manager, upon request, with documentation confirming such exemption, including City's Certificate of Entitlement. City acknowledges that Construction Manager may rely upon this certification and representation by City.

10.3.4.2 City may purchase Materials pursuant to the terms and conditions of this Section 10.3.4.

10.3.4.3 In the event City elects to purchase Materials directly, City and Construction Manager shall follow the following procedures:

(a) Prior to City's issuance of the Notice to Proceed, Construction Manager shall provide to City a list of the Materials and equipment potentially available for direct purchase by City. Such list shall include (i) an estimate of the value of each such item, (ii) an estimate of the sales/use tax savings on each such item, and (iii) the deadline for ordering each such item, such that the Materials can be timely ordered, fabricated and delivered so as not to delay the prosecution of the Work. Construction Manager shall not order any such items until not less than thirty (30) days after such list has been provided to City. City shall notify Construction Manager in writing of the Materials and equipment to be used or incorporated into the Work that City has determined that it will purchase directly. This notice must be provided to Construction Manager before the Construction Manager has ordered the Materials, and such Materials shall be ordered by City on or before the ordering deadline specified in such list.

(b) Construction Manager shall prepare, on City's form, a purchase order directed to the vendor of the Materials sufficient to describe and order the Materials which City has elected to purchase directly, and shall provide such purchase order to City. Such purchase order shall provide that the purchased item shall be FOB job site. Construction Manager's submission of a completed purchase order form is a representation by Construction Manager to City that the Materials described therein comply with the Contract Documents. City may not prepare or issue a purchase order not prepared by Construction Manager.

(c) City shall execute the purchase order and shall issue the purchase order directly to the vendor supplying the Materials, including, as an attachment to such purchase order, a copy of the City's Certificate of Exemption in accordance with the provisions of Florida Administrative Code, Paragraph 12A-1.094, Public Works Contracts.

(d) The vendor shall then issue its invoice directly to City, and City shall pay the invoice according to its terms directly to vendor from public funds.

(e) City shall provide Construction Manager with a copy of each invoice and proof of payment.

(f) Upon receipt of each invoice and proof of payment, Construction Manager shall prepare, not more frequently than monthly, a Change Order reducing the Guaranteed Maximum Price by the amount paid by City for the directly purchased Materials plus the amount of sales or use tax which Construction Manager would have paid on such Materials had Construction Manager purchased the Materials itself. The Change Order shall then be executed as provided in the Contract Documents. However, the Construction Manager's Fee and the Construction Manager's Contingency shall be calculated as if the Guaranteed Maximum Price was not reduced by the amount paid by City for directly purchased Materials; provided that the amount of sales or use tax savings resulting from direct purchases by City shall be excluded from the Cost of the Work for the purpose of calculating the Construction Manager's Fee and the Construction Manager's Contingency.

(g) City shall take title to the Materials at the time of delivery by the vendor to the job site, and all warranties with respect to such Materials shall run directly from the vendor to City; however, Construction Manager shall be deemed a third-party beneficiary of such warranties. City's direct purchase of Materials shall not, however, alter any of Construction Manager's obligations under the Contract Documents, including but not limited to Construction Manager's warranty obligations under the Contract Documents.

(h) As provided above, direct purchases by City shall be FOB the jobsite, so the vendor assumes the risk of loss or damage to the Materials from the date of submission of the order until the Materials are delivered to the job site and properly unloaded and stored at the job site, upon which City shall assume the risk of loss or damage to the Materials.

10.3.4.4 The provisions of this Section 10.3.4 do not relieve Construction Manager of its obligations to install any directly purchased Materials in compliance with the Contract Documents.

10.3.4.5 If City fails to order any direct-purchase Materials on or before the date specified by the Construction Manager pursuant to Section 10.3.4.1 and such failure delays the critical path of the Work, Construction Manager shall be entitled an equitable adjustment of the Contract time, unless Construction Manager is at fault for such delay.

10.3.4.6 City shall indemnify and hold the Construction Manager harmless of and from any liability for sales and use taxes, including any penalties and interest, for direct purchases by City should it be determined that the purchases, in fact, are subject to the payment of sales and use taxes or that the methodology described herein is not sufficient to exempt such direct-purchase Materials from sales and use taxes.



#### 10.3.5 Miscellaneous costs:

- (1) The receipted cost of telephone, telegrams, postage, photographs, blueprints, office supplies, first aid supplies and related miscellaneous costs reasonably incurred in direct support of the Work at the Project Location.
- (2) Premiums (net) on bonds and insurance, not included in General Conditions Costs, including subcontractor bonds, if any, that the Construction Manager is obligated to secure and maintain under the terms of the Contract Documents or as may otherwise be required, subject to the written approval of the City. Premiums paid as part of the Construction Manager's Cost shall be net of trade discounts, volume discounts, dividends and other adjustments. All insurance and bonds shall be provided by companies acceptable to the City. Self-insurance by the Construction Manager or insurance through any affiliates of the Construction Manager shall not be permitted without the City's prior written approval. City's approval shall not be required on subcontractor bonds, and premiums thereof shall be considered a Cost of the Work.
- (3) The cost of obtaining and using any utility services required for the Work that are not paid directly by City, including fuel and sanitary services at the Project site.
- (4) The cost of removal of debris from the site. The Project site, lay-down locations, and staging sites will be kept clear of all debris on a daily basis. All subcontracts shall require subcontractors to promptly (no less than weekly) remove all debris created by their activities, and the Construction Manager shall exercise its best efforts to enforce such requirements or to effect the removal of the debris of the subcontractors who fail in this regard. Provided, however, the Construction Manager shall not be required to remove debris created by the City's separate contractors or operators except pursuant to Change Order procedures set forth herein.
- (5) The cost and expenses, actually sustained by the Construction Manager in connection with the Work, of protecting and repairing adjoining property, if required, except to the extent that any such cost or expense is:
  - (a) the responsibility of the Construction Manager under Article 28, reimbursable by insurance or otherwise;
  - (b) due to the failure of the Construction Manager to comply with the requirements of the Contract Documents with respect to insurance; or,
  - (c) due to the failure of any officer of the Construction Manager or of any of its representatives having supervision or direction of the Work to exercise good faith or the standard of care normally exercised in the conduct of the business of a general contractor experienced in the performance of work of the magnitude, complexity and type encompassed by the Contract Documents, in any of which events any such expenses shall not be included in the Construction Manager's costs.

- (6) Federal, state, municipal, sales, use and other taxes, as applicable to the Project, all with respect to services performed or Materials furnished for the Work, it being understood that none of the foregoing includes such taxes.
  - (7) All reasonable costs and expenditures necessary for the operation of the project job site office, including cost of field computer equipment and software in accordance with Exhibit "C".
  - (8) The proportion of necessary transportation, travel and subsistence expenses of the Construction Manager's employees, excluding travel time, incurred in discharge of duties connected with the Work except for local travel to and from the site of the Work.
  - (9) Cost, including transportation and maintenance, of all Materials, supplies, office equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Construction Manager.
  - (10) Deposits lost for causes other than the Construction Manager's negligence; royalty payments and fees for permits and licenses.
  - (11) Cost of premiums for additional bonds and insurance, not included in General Conditions Costs, and required because of changes in the Work.
  - (12) Cost of shuttling employees to and from the job site to the designated parking and/or staging area, if required.
  - (13) Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants, employed for services specifically related to the Work.
  - (14) Any other expenses or charges incurred, with the prior written approval of the City Representative, in the performance of the Work.
- 10.4 Overhead. "Overhead" is defined as any and all other costs, not referenced in Section 10.3, of the Construction Manager and its operation. The direct cost of the Work shall not include Overhead. The Construction Manager agrees to furnish and perform, as a part of the Contractor's Fee and without reimbursement, said Overhead items which include, but are not limited to, the following Materials and services:
- 10.4.1 Payroll costs and other compensation of the Construction Manager's officers, executives, principals (of partnership and sole proprietorship), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Construction Manager who are principally located in its principal or a branch office for general administration that are not specifically identified as necessary labor on Exhibit "C", all of which are to be considered administrative costs covered by the Construction Manager's fee.



- 10.4.2 Other than those expenses authorized on Exhibit "C", expenses of the Construction Manager's principal and branch offices.
- 10.4.3 Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work and charges against the Construction Manager for delinquent payments.
- 10.4.4 Other overhead, general expense costs or charges of any kind and the cost of any item not specifically and expressly included in Section 10.3.
- 10.4.5 Costs in excess of the Guaranteed Maximum Price.
- 10.4.6 Entertainment and meal expenses and charges of a personal nature.
- 10.4.7 Bonuses, profit-sharing or other special labor charges not included in Section 10.3.2, above.
- 10.4.8 Any outside legal fees incurred without prior written approval from the City Attorney's Office.

## **10.5 PROGRESS PAYMENTS**

- 10.5.1 The City shall make payment to the Construction Manager in accordance with its standard billing and payment procedures and applicable Florida Statutes. Invoices must be received and approved by City by the 20<sup>th</sup> of month in order to be paid in City check cycle. Ordinarily the City issues checks for payment of invoices on the 10<sup>th</sup> of each month. A complete and accurate billing from the Construction Manager must have been received and approved by the City Representative and forwarded to the Office of the Port Director by the 20<sup>th</sup> day of the month for consideration of payment on the 10<sup>th</sup> of the following month. Items received after the 20<sup>th</sup> day of the month may be processed in the following payment cycle.
- 10.5.2 Five percent (5%) of all monies earned by the Construction Manager shall be retained by City until Final Completion and acceptance by City of the Work in accordance with Section 10.8 hereof. After ninety percent (90%) of the Work has been completed, the City Representative may reduce the retainage to two and one-half percent (2-1/2%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the sole discretion of the City Representative, and the Construction Manager shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of City.
- 10.5.3 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
  - 10.5.3.1 Defective Construction Manager or subcontractor Work not remedied.
  - 10.5.3.2 Claims filed or upon reasonable evidence indicating probable filing of claims by other parties against the Construction Manager relating to the Project.

- 10.5.3.3 Failure of the Construction Manager to make payments properly to subcontractors or for material or labor.
- 10.5.3.4 Damage to another contractor not remedied.
- 10.5.3.5 Liquidated damages.
- 10.5.4 Fifteen (15) days prior to the first Request for Payment, the Construction Manager shall prepare an initial schedule of values for approval by the City Representative allocating the entire estimated the Construction Manager's Direct Construction Cost among the various portions of the Work (the "Schedule of Values"). The Schedule of Values shall list the cost of Materials, the cost of labor, the cost of equipment and the cost of subcontractor Work separately for the portions of the Work delineated. Each monthly Request for Payment shall be for a sum equal to (i) that portion of the Construction Manager's Direct Construction Cost equal to the percentage of the Work completed; plus (ii) the amount of the Construction Manager's General Conditions actually expended; plus (iii) the amount of the Construction Manager's Fee equal to the percentage of the Work completed; provided, however, that prior to the date of the Final Request, and unless subject to reduction under Section 10.5.2, the aggregate of the Construction Manager's Fee payments shall not exceed ninety-five percent (95%) of the Construction Manager's Fee.

The Construction Manager's Direct Construction Cost shall be segregated and detailed in a manner satisfactory to the City Representative, with sufficient supporting documentation and description of charges for the City Representative to evaluate the charges. The Request for Payment shall indicate the percentage of completion of each portion of the Work, and the total Work, as of the end of the period covered by the Request for Payment. The Schedule of Values shall be used as one basis for reviewing the Request for Payment when such amounts are approved. The Request for Payment may include the cost of Materials not incorporated in the Work but delivered and suitably stored at the Project location or at some other location approved, in writing in advance, by the City. Materials stored off-site must be supported by a detailed invoice, bill of sale (transferring ownership to the City) and insurance certificate naming the City as additional insured equal to or exceeding the cost of the material so acquired.

- 10.6 If the City Representative, in its good faith judgment, determines that the portion of the Guaranteed Maximum Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Plans, Specifications and Addenda, no additional payments will be due to the Construction Manager hereunder unless and until the Construction Manager, at its sole cost, performs a sufficient portion of the Work so that such portion of the Guaranteed Maximum Price then remaining unpaid is determined by the City Representative to be sufficient to so complete the Work.
- 10.7 The City Representative and the City shall review each such Request for Payment and may make such exceptions as the City Representative or the City reasonably deem necessary or appropriate under the state of circumstances then existing. In no event shall the City be required to make payment for items of the Construction Manager's Cost to which the City Representative or the City reasonably take exception.



- 10.8 Thirty (30) days after Final Completion of the Work and acceptance thereof by the City or as soon thereafter as possible, the Construction Manager shall submit a final request for payment ("Final Request") which shall set forth all amounts due and remaining unpaid to the Construction Manager (including the unpaid portion of the Construction Manager's Fee). Upon approval of the final request for payment, the City will issue a Final Certification of Payment in the customary form acceptable to the parties. The Construction Manager shall deliver to the City a Final Receipt in form and substance reasonably satisfactory to the parties and their respective legal counsel.
- 10.9 Except for the Construction Manager's Fee, the Construction Manager shall use the sums advanced to it pursuant to this Article 10 solely for the purpose of performance of the Work and the construction, furnishing and equipping of the Work in accordance with the Plans, Specifications and Addenda and payment of bills incurred by the Construction Manager in performance of the Work.
- 10.10 Within 10 calendar days the Construction Manager shall pay all bills for labor and material performed and furnished by its subcontractors, suppliers and material providers, in connection with the construction, furnishing and equipping of the Work and the performance of the Work.
- 10.11 Upon completion of the Work or the appropriate parts thereof, and subject to the City's prior written approval, the Construction Manager shall sell to a third party or purchase itself at the then fair market value thereof from the City (said value determination being subject to the City's written approval), all hoists, scaffolding, forms, tools, surplus material, equipment and other items purchased for use in the Work with funds furnished therefore by the City as part of the Construction Manager's Cost. The amounts received from such sale shall inure to the City as a separate transaction outside the scope of this Contract.
- 10.12 In the event the Construction Manager submits charges as a Cost of the Work that are not specifically covered by this Contract, and to which the City Representative objects, the Construction Manager must, as a condition precedent to pursuit of any other method of dispute resolution, notify the City Representative in writing, within twenty (20) days after the City Representative objects to said charge, that the Construction Manager desires to resubmit the charge for resolution. The charge will then be resubmitted and an attempt to resolve the charge may be made by the Construction Manager, the City Representative and the City. Any charge not approved by the City Representative within thirty (30) days of resubmission will be presumed to be disallowed, and the Construction Manager may thereafter pursue such remedies as may be available to it under this Contract.

#### **ARTICLE 11 – DISCOUNTS, REBATES AND REFUNDS.**

- 11.1 All cash discounts obtained on payments made by the Construction Manager shall accrue to the City unless the Construction Manager actually advanced its own funds, prior to receipt of funds from City, to make the payment giving rise to the discount. When the Construction Manager becomes aware that a cash discount may be available to City, the Construction Manager shall, prior to advancing its own funds, timely notify City Representative of such opportunity so City can make the required payment to achieve the



discount for the City. the Construction Manager shall only advance its own funds if City declines to make the early payment. All trade discounts, rebates and refunds, and all returns from sale of surplus Materials and equipment shall accrue to City, and the Construction Manager shall make provisions so that they shall be obtained.

## **ARTICLE 12 - SUBCONTRACTS AND PURCHASE ORDERS**

- 12.1 Provisions for selection of subcontractors are defined under Section 2.8. Additionally, the following shall be required for all subcontract and purchase order agreements.
- 12.2 When the City Representative has approved the award of any such subcontract or purchase order, the Construction Manager shall contract solely in its own name and behalf, and not in the name or behalf of the City, with the specified subcontractor or supplier. the Construction Manager's subcontract form shall provide: that the subcontractor shall perform its portion of the Work in accordance with all applicable provisions of this Contract and the other Contract Documents; that subcontractor is bound to the Construction Manager to the same extent as the Construction Manager is bound to the City; that subcontractor shall have the Construction Manager and City named as additional insureds on its comprehensive general liability insurance and provide an insurance certificate evidencing same; for termination of the subcontract by the Construction Manager in the same manner and method as provided in Article 23 of this Contract, or as otherwise provided in such subcontract, whichever is more protective of the City's interest; and shall further provide that, in the event this Contract is terminated for any reason, that the subcontractor shall, at the City's option, perform its subcontract for the City, or for a contractor designated by the City, without additional or increased cost, provided the subcontractor is paid in accordance with its subcontract. Nothing contained herein shall impose on the City an obligation to assume any subcontract or make any payment to any subcontractor to perform pursuant to this Section 12.2, and nothing contained herein shall create any contractual relationship between the City and any subcontractor.

The contract between the Construction Manager and subcontractor(s) shall provide that, in the event of this Contract termination for any reason, the subcontractor shall at City's option perform its contract for the City, or for a Construction Manager or Contractor designated by the City, without additional or increased cost. In that event, the Construction Manager shall sign and require subcontractor(s) to sign an assignment of rights under its contract to City or the City's designee in a form approved by the City. Nothing contained herein shall, however, create any obligation of City to assume any contract or make any payment to any the Construction Manager subcontractor unless the City chooses to assume such contract in accordance with the terms of this provision.

- 12.3 If the City Representative shall designate as the selected subcontractor or supplier a bidder whose bid exceeds that of the bidder recommended by the Construction Manager, whose bid complies with the Plans, Specifications and Addenda (the amount by which the bid of the selected subcontractor exceeds the bid of the bidder recommended by the Construction Manager is referred to herein as the "preferred subcontractor cost differential"), then the City Representative may designate that the preferred subcontractor cost differential shall be charged against the Construction



Contingency or any surplus amounts within the City's Contingency, as mutually agreed by the parties, or the Guaranteed Maximum Price shall be increased by the amount of the preferred subcontractor cost differential.

- 12.4 All subcontracts shall, so far as practicable, contain unit prices and any other feasible formula for use in determination of the cost of changes in the Work.

### **ARTICLE 13 - INSPECTION OF WORK**

- 13.1 As to means and methods, by executing the GMP Amendment, the Construction Manager represents that it has inspected the location or locations of the Work and has satisfied itself as to the condition thereof and that the Guaranteed Maximum Price is just and reasonable compensation for all Work, including all foreseen or reasonably foreseeable risks, hazards and difficulties in connection therewith. The Construction Manager is not making any representations as to any sub-surface, concealed or latent conditions.
- 13.1.1 The City and the City Representative at all times shall have access to the Work for inspection thereof but shall not be obligated to conduct any such inspection. The Construction Manager shall provide proper and safe facilities for such access and inspection by the City and City Representative. If any of the Work is required to be inspected or approved by any public authority, the Construction Manager shall cause such inspection or approval to be performed at its sole expense.
- 13.1.2 No inspection performed or failed to be performed by the City or City Representative hereunder shall be a waiver of any of the Construction Manager's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.
- 13.1.3 The Construction Manager shall check all Materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Construction Manager's Cost.
- 13.2 City or its designee shall have the right to inspect and copy the books and records and accounts of the Construction Manager and all subcontractors including but not limited to books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda which relate in any way to the Project, and to any claim for additional compensation made by the Construction Manager, and to conduct an audit of the financial and accounting records of the Construction Manager which relate to the Project and to any claim for additional compensation made by the Construction Manager. the Construction Manager shall preserve and make available to City all financial records, supporting documents, statistical records and any other documents which relate to the Project and to any claim for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.). During the Project and for the appropriate records retention period, the Construction Manager shall provide City access to its books and records at the Construction Manager's usual place of business in Florida upon seventy-two (72) hours written notice. If any audit has been initiated and audit findings have not been

resolved at the end of the retention period, the books, records and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

- 13.2.1 The Construction Manager's records shall include, but not be limited to accounting records (hard copy, as well as computer readable data), written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders and bid recaps), original estimates and estimating work sheets, correspondence, change order files (including, but not limited to, documentation covering negotiated settlements), back charge logs and supporting documentation, project general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends and any other supporting evidence deemed necessary by the City to substantiate charges related to this Contract (all of the foregoing hereinafter referred to as "records").
- 13.2.2 The Construction Manager shall require all subcontractors, insurance agents and suppliers to keep and maintain comparable records for the same time period and to permit the City to review, inspect and audit such records. The Construction Manager shall include such requirements in all subcontracts and purchase orders issued.
- 13.3 If an audit inspection or other examination by the City or the City's representatives in accordance with this Article discloses overcharges (of any nature) by the Construction Manager to the City in excess of three percent (3%) of the total billings, the cost of the City's audit (whether performed by the City or outside auditors) shall be reimbursed or paid to the City by the Construction Manager. Any adjustments and/or payments which must be made as a result of any such audit, inspection or examination of the Construction Manager's invoices and/or records shall be made within a reasonable amount of time (not to exceed thirty (30) days) from presentation of the City's findings to the Construction Manager.
- 13.4 If the Florida Public Records Act (Chapter 119, Florida Statutes), is determined by the City to be applicable to the Construction Manager's records, the Construction Manager shall comply with all requirements of that Act.
- 13.5 Because of the nature of the relationship between the City and the Construction Manager, none of the Construction Manager's documents which in any way relate to the Project shall be deemed confidential or trade secrets between the City and the Construction Manager. Without placing a limitation on the general nature of the foregoing, the Construction Manager's original budgeting and estimating documents and support documents relating to the Construction Manager's preconstruction services, the Construction Manager's general conditions, the Construction Manager's management services, the Construction Manager's fee and the preparation of any bids for self-performing Work shall be available for disclosure under the Florida Public Records Act and to audit by the City pursuant to this Section.



13.6 Construction Manager shall comply with the Florida Public Records Act to the full extent that it is applicable to Construction Manager and this Contract.

13.7 Construction Manager shall:

- i. Keep and maintain public records required by the City to perform the service.
- ii. 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.
- iii. 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 Construction Manager does not transfer the records to the City.
- iv. Upon completion of the Contract, transfer, at no cost, to City all public records in possession of Construction Manager or keep and maintain public records required by the City to perform the service. If Construction Manager transfers all public records to City upon completion of the Contract, Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Construction Manager keeps and maintains public records upon completion of the Contract, Construction Manager 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.

13.8 In the event that Construction Manager fails to comply with the provisions of sections 13.4, 13.5, 13.6 or 13.7 of this Contract, the City may, without prejudice to any other right or remedy and after having given Construction Manager five (5) days' written notice, during which period Construction Manager still fails to comply with said provisions of this Contract, terminate this Contract for cause.

**IF CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, 222**

**WEST MAIN STREET, PENSACOLA, FLORIDA 32502;**  
**PUBLICRECORDS@CITYOFPENSACOLA.COM; (850) 435-1715.**

**ARTICLE 14 - WORK IN PROGRESS**

- 14.1 The Construction Manager shall protect and prevent damage to all phases of the Work, and any existing facilities or improvements, including but not limited to the protection thereof from damage by the elements, theft or vandalism.
- 14.2 The City reserves the right to perform other work on Port property concurrently with the Project. The Construction Manager shall cooperate and coordinate its Work with the work of the City or separate contractor employed by the City. The Construction Manager shall afford the City and any of the City's separate contractors reasonable access to the Work for storage of material and equipment and for the prosecution of their work and shall connect and coordinate its Work with theirs as is reasonably inferable from the Contract Documents.

**ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY**

- 15.1 The Construction Manager agrees that it shall not knowingly transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance, (as defined in Section 15.4), except in accordance with applicable Environmental Laws. Further, in performing the Work, the Construction Manager shall not knowingly cause any release of hazardous substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws.
- 15.2 In the event the Construction Manager encounters on the Project site any Hazardous Substance, or what the Construction Manager reasonably believes to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project Location, in violation of any applicable Environmental Laws, the Construction Manager shall immediately stop work in the area affected and report the condition to the City Representative in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of the City Representative if in fact a Hazardous Substance has been encountered and has not been rendered harmless.
- 15.3 The City Representative may direct the Construction Manager by utilization of the City's Contingency account funds to remediate and/or render harmless the Hazardous Substance in accordance with any applicable permits then in existence, but the Construction Manager shall not be required to remediate and/or render harmless the Hazardous Substance absent such direction. If the Construction Manager is not so directed, the Construction Manager shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.
- 15.4 For purposes of this Contract, the term "Hazardous Substance" shall mean and include, but shall not be limited to, any element, constituent, chemical, substance, compound or mixture, which are defined in or included under or regulated by any local, state or



federal law, rule, ordinance, bylaw, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and The Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Construction Manager's responsibility to comply with this Article 15 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

#### **ARTICLE 16 - CITY LICENSES, PERMITS AND FEES**

- 16.1 Pursuant to the Public Bid Disclosure Act, THE DOLLAR AMOUNT OF EACH LICENSE, PERMIT OR FEE THE CONSTRUCTION MANAGER WILL HAVE TO PAY THE CITY BEFORE OR DURING CONSTRUCTION, OR THE PERCENTAGE METHOD OR UNIT METHOD OF ALL LICENSES, PERMITS AND FEES REQUIRED BY THE CITY AND PAYABLE TO THE CITY BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT IS AS FOLLOWS:
  - 16.1.1 All fees payable to the City have been or will be paid by the City. All permit fees to other governmental agencies will be paid by the City. The Construction Manager shall be responsible for obtaining all necessary licenses, building and other permits, and similar authorizations from governmental authorities required or necessary to perform its obligations hereunder, and shall give all notices required by, and otherwise comply with, all applicable laws, ordinances, rules, regulations and restrictions.
  - 16.1.2 Occupational Licenses must be in effect as required by applicable law, and must be submitted within fifteen (15) days of execution of this Contract, paid for by the Construction Manager.
  - 16.1.3 Licenses, permits and fees which may be required by the State of Florida, State Agencies or by other local governmental entities are not included in the above.
- 16.2 The Construction Manager shall notify the City Representative in writing of all conflicts between the Contract Documents and any laws, ordinances, rules, regulations and restrictions that come to the attention of the Construction Manager. If the Construction Manager performs any of the Work knowing it to be contrary to any such laws, ordinances, rules, regulations or restrictions and fails to give the City Representative written notice thereof prior to performance thereof, the Construction Manager shall bear all costs, liabilities and expenses arising therefrom as part of the GMP.

## **ARTICLE 17 – PORT SECURITY**

- 17.1 All or a portion of the Work will require access to Port security areas. All individuals who require such access shall comply with all applicable laws and regulations including those imposed by the Port and all law enforcement agencies. The Construction Manager specifically agrees and recognizes that such laws and regulations may impede the efficiency of those working in secure areas and has accepted all risk associated with such potential inefficiency.
- 17.2 The City shall have the right, but not the duty, to audit the employment records of the Construction Manager or any of the Construction Manager's subcontractors or suppliers to investigate compliance with this Article. The City may terminate this Contract for default if it finds any evidence which indicates that the Construction Manager has not complied with the obligations imposed by this Article.

## **ARTICLE 18 - PERSONNEL**

- 18.1 All personnel used or employed by the Construction Manager in the performance of the Work shall be qualified by training and experience to perform their assigned tasks. At the request of the City or the City Representative, the Construction Manager shall not use in the performance of the Work any personnel deemed by the City or the City Representative to be incompetent, careless, unqualified to perform the Work assigned to that person, or otherwise unsatisfactory to the City.
- 18.2 The Construction Manager agrees that in the performance of the Work called for by this Contract, it will employ only such labor, and engage subcontractors that employ only such labor, as will not delay or interfere with the speedy and lawful progress of the Project, and as will be acceptable to and work in harmony with all other workers employed on the Project site or on any other building, structure, or other improvement which the Construction Manager or any other contractor may then be erecting or altering on behalf of the City.

## **ARTICLE 19 -CONSTRUCTION MANAGER'S WARRANTIES**

- 19.1 The Construction Manager warrants to City and Tenant (Tenant being an intended third party beneficiary of the provisions of this Article 19) that all Materials and equipment under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by City Representative, the Construction Manager shall furnish satisfactory evidence as to the kind and quality of Materials and equipment. This warranty is not limited by the provisions of Article 21.
- 19.2 The Construction Manager further represents and warrants to City and Tenant (Tenant being an intended third party beneficiary of the provisions of this Article 19):



That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to perform this Contract; that it is able to furnish the Materials, and Services; that it is experienced in and competent to perform the Work contemplated by this Contract; and it is qualified to do the Work herein and is authorized to do business in the state in which the Project is located.

That the Construction Manager holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

That the Work shall be constructed in a good and proficient manner, free from defects, and in strict compliance with the Contract Documents.

## **ARTICLE 20 - DEFECTIVE WORK**

- 20.1 City Representative shall have the authority to reject or disapprove Work which City Representative finds not to be in conformance with the Contract Documents . If required by City Representative, the Construction Manager shall promptly either correct all non-conforming Work or remove such non-conforming Work and replace it with conforming Work. The Construction Manager shall pay all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel. Such costs shall be included in the GMP.
- 20.2 Should the Construction Manager fail or refuse to remove or correct any non-conforming Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by City Representative, City shall have the authority to cause the non-conforming Work to be removed or corrected or make such repairs as may be necessary at the Construction Manager's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to the Construction Manager and deducted from the GMP, or may be charged against the Performance Bond. In the event of failure of the Construction Manager to make all necessary repairs promptly and fully, City may declare a default.
- 20.3 If, within one (1) year after the date of Final Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found not to be in conformance with the Contract Documents, the Construction Manager, after receipt of written notice from City, shall promptly correct such nonconforming Work within the time specified by City without cost to City. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the Construction Manager might have under the Contract Documents. Any condition that is the result of a lack of maintenance, neglect, or mis-use by the City or Tenant is not considered non-conforming
- 20.4 Failure to reject any non-conforming Work or Material shall not in any way prevent later rejection when such non-conformance is discovered.

- 20.5 The provisions of this Article 20 shall not apply to corrective Work attributable solely to the acts or omissions of any separate contractor or subcontractor of the City or the Tenant unless the Construction Manager is acting in such capacity or capacities.
- 20.6 The Construction Manager's responsibility to make repairs and redo Work under this Article 20 is in addition to the Construction Manager's responsibility to the City for any other damages of any kind for which the Construction Manager would be legally responsible.
- 20.7 If the City and the Construction Manager deem it inexpedient to require the correction of Work not conforming to the requirements of the Contract Documents, an equitable deduction from the Contract Sum and the Guaranteed Maximum Price shall be made by agreement between the Construction Manager and the City. Until such settlement, the City may withhold such sums as the City deems just and reasonable from moneys, if any, due the Construction Manager. If no moneys are held by the City, reimbursement shall be made to the City within thirty (30) days by the Construction Manager.
- 20.8 The Construction Manager's express warranty herein shall be in addition to, and not in lieu of, any other warranties or remedies the City may have under this Contract, at law, or in equity for non-conforming Work.

#### **ARTICLE 21 - QUALITY CONTROL**

- 21.1 The Construction Manager shall develop and maintain a program, acceptable to the City and City Representative, to assure quality control of the Work. Within twenty-one (21) calendar days after issuance of the Notice to Proceed, the Construction Manager shall submit its quality control plan to the City Representative. City Representative will review the Quality Control Plan and respond to the Contractor within twenty-one (21) calendar days of receipt. As part of that plan, the Construction Manager must designate a Quality Control Manager who has full authority to act as the Construction Manager's agent to institute any and all actions necessary for the successful implementation of the Plan. The Quality Control Manager must always be available upon four (4) hours' notice to administer the Quality Control Plan.
- 21.2 All subcontracts shall include a term requiring subcontractors to comply with the Construction Manager's Quality Control Plan. If at any time the contractor or a subcontractor is not in compliance with the approved Quality Control Plan, or a part of it, affected portions of the Work will be deemed disapproved. In that event, the Construction Manager and/or subcontractors must cease work on the affected operation and submit to the Project Manager a written explanation of how the suspended operation will be brought back into compliance.

#### **ARTICLE 22 - SIGNAGE**

- 22.1 Any requirements for a project sign shall be as set forth within the Specifications section.



- 22.2 All construction signage, including, but not limited to, that appearing on tower cranes and other construction equipment located at the Project Location, shall be subject to the prior written approval of the City Representative. The Construction Manager recognizes that all signage may be disallowed, in the City Representative's sole discretion, and that existing signage or advertising on construction equipment, field officers, trailers, construction fences, etc., may be required to be masked or deleted, all at no cost or expense to the City. Such signage will be considered an overhead expense pursuant to Section 10.4 and shall not be included within the Cost of the Work.

### **ARTICLE 23 - CITY'S RIGHT TO TERMINATE CONTRACT**

- 23.1 If the Construction Manager fails to begin the Work within ten (10) calendar days after the Notice to Proceed, or persistently fails to perform the Work with sufficient workers and equipment or with sufficient Materials to insure the prompt completion of the Work, or repeatedly and materially performs the Work in a manner not in conformance with the Contract Documents, or fails to prosecute the Work substantially in accordance with the accepted schedule such that it is apparent that the Work cannot be completed within the Contract Time, or if the Construction Manager materially fails to perform any material term set forth in the Contract Documents, or if the Construction Manager becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or for any other cause whatsoever does not carry on the Work in a reasonably acceptable manner, City may give notice in writing to the Construction Manager and its Surety specifically identifying such delay, neglect or default, specifying the same. If the Construction Manager, within a period of ten (10) calendar days after such notice, does not proceed in accordance therewith, then City may upon written certificate from City Representative of the fact of such delay, neglect or default (and delivery of such certificate to the Construction Manager), and the Construction Manager's failure to comply with such notice, terminate the services of the Construction Manager, exclude the Construction Manager from the Project site and take the prosecution of the Work out of the hands of the Construction Manager, and appropriate or use any or all Materials and equipment on the Project site as may be suitable and acceptable, all without being in breach of the Contract. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is completed. In addition City may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to the Construction Manager. In case the damages and expenses so incurred by City shall exceed the unpaid balance, then the Construction Manager and its surety shall be liable and shall pay to City the amount of said excess.
- 23.2 If after notice of termination of the Construction Manager's right to proceed, it is determined for any reason that the Construction Manager was not in default, the rights and obligations of City and the Construction Manager shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 23.3 below.



- 23.3 This Contract may be terminated for convenience in writing by City upon ten (10) days written notice to the Construction Manager (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Construction Manager shall be paid for all Work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the Construction Manager relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for Work/services performed. No payment shall be made for profit for Work/services which have not been performed.
- 23.4 Upon receipt of Notice of Termination pursuant to Sections 23.1 or 23.3 above, the Construction Manager shall promptly discontinue all affected Work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

#### **ARTICLE 24 - CONSTRUCTION MANAGER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If City Representative fails to review and approve or state in writing reasons for rejection of any Application for Payment within twenty (20) days after it is properly presented, or if City fails either to pay the Construction Manager within thirty (30) days after presentation by City Representative of any sum certified by City Representative, or to notify the Construction Manager and City Representative in writing of any objection to the Application for Payment, then the Construction Manager may give written notice to City and City Representative of such delay, neglect or default, specifying the same. If City or City Representative (where applicable), within a period of ten (10) calendar days after such notice shall not remedy the delay, neglect, or default upon which the notice is based, then the Construction Manager may stop work or terminate this Contract and recover from City payment for all Work executed and reasonable expenses sustained therein plus reasonable termination expenses. Any objection made by City to an Application for Payment may be submitted by the Construction Manager to City Representative in accordance with the provisions of Article 30 hereof.

#### **ARTICLE 25 - CITY'S RESPONSIBILITIES**

- 25.1 The City, at no cost to the Construction Manager, will furnish the following information and services:
- 25.1.1 One copy of data the City determines pertinent to the Work.
- 25.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.
- 25.2 The City additionally will:
- 25.2.1 Contract separately with one or more design professionals to provide architectural and/or

engineering design services for the Project. The scope of services for the Design Professional will be provided to the Construction Manager as described in Article 1. The Construction Manager will have no right to limit or restrict any changes of such services that are otherwise mutually acceptable to the City and Design Professional.

- 25.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the Construction Manager except for those copies whose cost has been reimbursed by the City.
- 25.2.3 Provide the Construction Manager with adequate information in its possession or control regarding the City's requirements for the Project.
- 25.2.4 Give prompt written notice to the Construction Manager when the City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, the City may provide written notice to Construction Manager that it intends to terminate this Contract unless the problem cited is cured, or commenced to be cured, within three days of Construction Manager's receipt of such notice.
- 25.2.25 Notify the Construction Manager of changes affecting the budget allocations or schedule.
- 25.3 The City will approve the Project Budget and Project Schedule and render decisions and furnish information that the City Representative deems appropriate to the Construction Manager.

## **ARTICLE 26 - CONTRACT CONDITIONS**

### **26.1 PROJECT DOCUMENTS AND COPYRIGHTS**

- 26.1.1 City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared specifically in the performance of this Contract (collectively referred to as Project Documents) shall be and remain the property of the City and shall be delivered to the City Representative before the final payment is made to the Construction Manager. Nonetheless, in the event these Project Documents are altered, modified or adapted without the written consent of the Construction Manager, which consent the Construction Manager shall not unreasonably withhold, the City agrees to hold the Construction Manager harmless to the extent permitted by law, from the legal liability arising out of and or resulting from the City's alteration, modification or adaptation of the Project Documents.
- 26.1.2 Construction Manager to Retain Copyrights: The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the Construction Manager, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the Construction Manager.



26.1.3 License to City for Reasonable Use: The Construction Manager hereby grants, and will require its Subconsultants to grant, a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created by the Construction Manager for the Project and this Contract. This license will also include the making of derivative works. In the event that the derivative works require the City to alter or modify the Project Documents, then Section 26.1.1 applies.

26.1.4 Documents to Bear Seal: When applicable and required by state law, the Construction Manager and its Subconsultants will endorse by a Florida professional seal all plans, works, and Deliverables prepared by them for this Contract.

## **26.2 COMPLETENESS AND ACCURACY OF CONSTRUCTION MANAGER'S WORK**

The Construction Manager will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole expense correct its Work or Deliverables. Any damage incurred by the City as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the Construction Manager to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional Construction Manager in Pensacola, Florida would exercise under similar conditions. The fact that the City has accepted or approved the Construction Manager's Work or Deliverables will in no way relieve the Construction Manager of any of its responsibilities under the Contract, nor does this requirement to correct the Work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to the City. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the Design Professional.

## **26.3 ALTERATION IN CHARACTER OF WORK**

26.3.1 In the event an alteration or modification in the character of Work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Project Schedule, the Work or Deliverable will nonetheless be performed as directed by the City. However, before any altered or modified Work begins, a duly executed Change Order, Amendment or Change Directive will be issued.

26.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the Construction Manager may accordingly be adjusted by mutual agreement of the contracting parties.

26.3.3 No claim for extra Work done or Materials furnished by the Construction Manager will be allowed by the City except as provided herein, nor will the Construction Manager do any Work or furnish any Material(s) not covered by this Contract unless such Work or Material is first authorized in writing. Work or Material(s) furnished by the Construction Manager without such prior written authorization will be the Construction Manager's sole jeopardy, cost, and



expense, and the Construction Manager hereby agrees that without prior written authorization from the City no claim for compensation for such Work or Materials furnished will be made.

## **26.4 DATA CONFIDENTIALITY**

26.4.1 As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the Construction Manager in the performance of this Contract.

26.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Construction Manager in connection with the Construction Manager's performance of this Contract shall be treated in conformity with provision of Section 13.5.

26.4.3 The Construction Manager will not divulge data to any third party without prior written consent of the City. The Construction Manager will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data:

26.4.3.1 Data which was known to the Construction Manager prior to its performance under this Contract unless such data was acquired in connection with work performed for the City;

26.4.3.2 Data which was acquired by the Construction Manager in its performance under this Contract and which was disclosed to the Construction Manager by a third party, who to the best of the Construction Manager's knowledge and belief, had the legal right to make such disclosure and the Construction Manager is not otherwise required to hold such data in confidence; or

26.4.3.3 Data, which is required to be disclosed by the Construction Manager by virtue of law, regulation, or court.

26.4.4 In the event the Construction Manager is required or requested to disclose data to a third party, or any other information to which the Construction Manager became privy as a result of any other contract with the City, the Construction Manager will first notify the City as set forth in this Article of the request or demand for the data. The Construction Manager will timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

26.4.5 The Construction Manager, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, will promptly deliver, as set forth in this section, a copy of all data to the City. All data will continue to be subject to the confidentiality agreements of this Contract.

26.4.6 The Construction Manager assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this section are

violated by the Construction Manager, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court.

## **26.5 PROJECT STAFFING**

26.5.1 Prior to the start of any Work or Deliverable under this Contract, the Construction Manager will submit to the City, a Project specific organization chart for the Construction Manager staff and Subconsultants and detailed resumes of key personnel listed in its response to the City's Request for Qualifications or subsequent fee proposals (or revisions thereto) that will be involved in performing the services prescribed in the Contract. Unless otherwise informed, the City hereby acknowledges its acceptance of such personnel to perform such services under this Contract. In the event the Construction Manager desires to change such key personnel from performing such services under this Contract, the Construction Manager will submit the qualifications of the proposed substituted personnel to the City for prior approval. Key personnel will include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning.

26.5.2 The Construction Manager will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If the City objects, with reasonable cause, to any of the Construction Manager's staff, the Construction Manager will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel acceptable to the City.

## **26.6 INDEPENDENT CONTRACTOR**

26.6.1 The Construction Manager is and will be an independent contractor, not an agent or employee of the City, and whatever measure of control the City exercises over the Work or Deliverable pursuant to the Contract will be as to the results of the Work only. No provision in this Contract will give or be construed to give the City the right to direct the Construction Manager as to the details of accomplishing the Work or Deliverable. These results will comply with all applicable laws and ordinances. The Construction Manager shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

## **26.7 SUBCONSULTANTS**

26.7.1 Prior to beginning the Work or Deliverable, the Construction Manager will furnish the City for approval, the names of all Subconsultants to be used on this Project. Subsequent changes are subject to the approval of the City.



## **ARTICLE 27 - INSURANCE; LOSS CONTROL AND SAFETY**

- 27.1 Before beginning performance of any of the Construction Manager's obligations under this Contract, the Construction Manager shall at a minimum provide, pay for and maintain in force at all times during the term of this Contract (and thereafter if and to the extent expressly provided in this Article) insurance of the type and on the terms and conditions specified in this Article. The cost of this insurance shall be included in the Guaranteed Maximum Price.
- 27.2 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 and Tenant shall be named as Additional Insureds 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. Neither the City nor the Tenant shall be considered liable for premium payment, entitled to any premium return or dividend or considered a member of any mutual or reciprocal company. 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.
- 27.3 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, and representatives. Construction Manager shall maintain its professional insurance coverage required under this Contract in force until final acceptance of the Project or completion of the Construction Manager's services under this Contract. 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:
- 27.3.1 Commercial General Liability coverage will be provided by the Construction Manager and shall provide at a minimum contractual liability applicable to this specific Contract, personal injury liability and property damage liability. The City and Tenant shall be named as Additional Insureds 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. Neither the City nor the Tenant shall be considered liable for premium payment, entitled to any premium return or dividend or considered a member of any mutual or reciprocal company. Minimum limits of \$5,000,000 per occurrence-for liability must be provided, plus additional umbrella insurance coverage of \$15,000,000. 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. The coverage shall be written on occurrence-type basis. A combination of General Liability and Excess/Umbrella policies may be used to achieve the total limits required. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, and must include:

Premises and/or operations.

Contractual Liability.

Independent contractors.

The Construction Manager shall maintain in force until at least three (3) years after Final Completion coverage for Products and Completed Operations, including broad form Property Damage.

Explosion, Collapse and Underground Coverages.  
Use of explosives is prohibited on port property.

Property Damage and Bodily Injury.

Personal and Advertising Injury Coverage

City and Tenant shall be expressly included as additional insureds.

27.3.2 Builder's Risk Insurance coverage will be provided by the Construction Manager as provided in the Builders' Risk Insurance Addendum to Contract attached hereto and incorporated herein by reference.

27.3.3 Intentionally left blank.

27.3.4 Environmental Impairment insurance coverage in the event the Construction Manager is called upon to remediate and/or render harmless any Hazardous Substance discovered in the course of construction as stated in Section 15.3 with minimum limits of \$1,000,000, per occurrence and in the aggregate, with a deductible up to \$25,000.

27.3.5 Business Automobile Liability: Business Automobile Liability with minimum limits of Three Million Dollars (\$3,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, with additional umbrella insurance coverage of \$15,000,000. A combination of Auto Liability and Excess/Umbrella policies can be used to achieve the total limits required. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles.

Hired and Non-Owned Vehicles.

27.3.6 Workers' Compensation Insurance: Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the



State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of \$1,000,000 per person/accident, \$1,000,000 per person/disease, \$1,000,000 aggregate-disease.

- 27.4 The Construction Manager shall furnish to the Risk Management Department of the City of Pensacola and City Representative Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of Work under this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.
- 27.5 Coverage is to remain in force until all performance required of the Construction Manager is completed. However, Products and Completed Operations coverage under the General Liability Policy must remain in effect 3 years after Final Completion. All policies must be endorsed to provide City with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the Final Completion of the Project, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.

27.6 Certificates of Insurance

Required insurance shall be documented in the Certificates of Insurance which provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured, except with respect to Professional Liability and Workers Compensation Insurance, and this contract shall be listed. If required by the City, the Construction Manager shall furnish copies of the Construction Manager'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 Construction Manager 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 Construction Manager shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations.

27.7 Insurance of the Construction Manager Primary

The Construction Manager's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Construction

Manager's coverage. The Construction Manager's policies of coverage will be considered primary as relates to all provisions of the Contract.

27.8. LOSS CONTROL AND SAFETY

The Construction Manager 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 Construction Manager shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Construction Manager for the protection of all persons, including employees, and property. The Construction Manager shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

**ARTICLE 28 - INDEMNIFICATION**

- 28.1 The Construction Manager shall indemnify and hold harmless the City, its 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 Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract. This indemnification survives the term of the Contract.
- 28.2 The Construction Manager shall indemnify and hold harmless the Tenant and the City Representative and their respective 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 Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract. This indemnification survives the term of the Contract.
- 28.3 In the event that any action or proceeding is brought against the City or any other indemnified person or entity which alleges facts which, if proven, would require indemnification by the Construction Manager under this Article, the Construction Manager upon written notice from City, shall resist and defend such action or proceeding by counsel satisfactory to City at the Construction Manager's sole expense. This indemnification shall obligate the Construction Manager to defend at its own expense or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City or any other person indemnified under this Article, excluding only those which do not allege that the injuries were caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager or persons employed or utilized by the Construction Manager in the performance of the Construction Contract, to include without limitation, employees, agents, subcontractors and suppliers. This indemnification survives the term of the Contract.



- 28.4 In any and all claims against the City or any other indemnified person or entity or any of their agents or employees brought by any employee of the Construction Manager or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.
- 28.5 The monetary limits on the extent of the indemnification provided per occurrence under this Article shall be \$15 million. The City and the Construction Manager specifically agree that this amount bears a reasonable commercial relationship to the Contract.

## **ARTICLE 29 - PERFORMANCE AND PAYMENT BOND AND QUALIFICATIONS OF SURETIES**

- 29.1 Concurrently with the execution of the GMP Amendment, the Construction Manager shall furnish a Performance Bond and a separate Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached hereto as Attachment 1.
- 29.1.1 Each Bond shall be in the amount of one hundred percent (100%) of the Guaranteed Maximum Price guaranteeing to City the timely completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material providers, laborers, or subcontractors employed pursuant to this project. Each Bond shall be with a surety company which is qualified pursuant to Section 29.2.
- 29.1.2 Each Bond shall be prepared so as to be subject to the Florida Statute of Limitations specified in § 95.11(2)(b) Florida Statutes, with liability equal to one hundred percent (100%) of the GMP.
- 29.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, the Construction Manager shall ensure that the bond(s) referenced above shall be recorded in the public records of Escambia County and provide City with evidence of such recording.
- 29.2 QUALIFICATION OF SURETY**
- 29.2.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
- 29.2.2 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting

limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the surety company shall provide City with evidence satisfactory to City that such excess risk has been protected in an acceptable manner.

- 29.2.3 The City will only accept a surety bond from a company with a rating of A or better provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Florida Department of Financial Services, the City shall review and either accept or reject the surety company based on the financial information available to the City. A surety company that is rejected by the City may be substituted by the bidder or proposer with a surety company acceptable to the City, but only if the bid amount does not increase.

### **ARTICLE 30 – DISPUTE RESOLUTION**

- 30.1 Dispute Resolution. The parties hereto agree that City Representative shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any Work done and Materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and City Representative's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in this Article. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement shall be submitted to City Representative in writing within twenty-one (21) calendar days. City Representative shall notify City and Construction Manager in writing of City Representative's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless City Representative requires additional time to gather information or allow the parties to provide additional information. City Representative shall provide the City and Construction Manager with a written basis for their decision. All nontechnical administrative disputes shall be determined by the City Representative pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Construction Manager, City Representative, and City shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

In the event the determination of a dispute under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price or Contract Time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the parties shall participate in mediation to



address all pending objections before a mediator mutually agreed upon by the parties. Each party shall pay one-half of fees associated with the use of a mediator, unless other persons (such as the Design Professionals, subcontractors, etc.) participate, in which event each participant shall pay an equal share. Mediation shall be done in accordance with the standards of the Florida Rules of Civil Procedure. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law.

Construction Manager and the City agree that City Representative and Design Professional may be brought into any mediation or litigation as a party upon written demand of either party and approval of the mediator or court.

Pending resolution of any dispute arising under this Contract, other than termination hereof, the Construction Manager shall proceed diligently with performance of this Contract and the City shall continue to make payments in accordance with the Contract Documents.

#### **ARTICLE 31 – NON-SOLICITATION STATEMENT**

- 31.1 The Construction Manager warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Construction Manager any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 32 - MISCELLANEOUS**

- 32.1 Venue Selection. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and the applicable laws of the United States of America. Venue for litigation concerning this Contract shall be exclusively in the appropriate Florida state court located in Escambia County, Florida.
- 32.2 Truth in Negotiation Certificate. Execution of this Contract by the Construction Manager shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of this Contract. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.
- 32.3 This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and the applicable laws of the United States of America. Venue

for litigation concerning this Contract shall be exclusively in the appropriate Florida state court located in Escambia County, Florida.

#### 32.4 Public Entity Crimes Act

32.4.1 The Construction Manager represents that the execution of this Contract will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes).

32.4.2 In addition to the foregoing, the Construction Manager further represents that the it has not been placed on the convicted vendors list as described in Florida Statute 287.133(2) (a); that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime"; and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Construction Manager has been placed on the convicted vendor list.

32.5. Ownership of Contract Documents: Any and all reports, photographs, surveys, Plans, Specifications, detail drawings and other drawings prepared or created in connection with the Project are and shall remain the property of the City and are not to be used by the Construction Manager on any other project and shall be relinquished to the City at Final Completion or upon termination, whether finished or unfinished; provided, however, that the Construction Manager may maintain one record set of as-built drawings.

#### 32.6. Representatives

32.6.1 The City Representative shall be the City's representative on the Project unless and until the City notifies the Construction Manager in writing that some other person or entity shall be the City's representative. The City Representative is authorized to recommend approval of Changes and increases in the Contract Price, but Contract Documents and Changes shall be binding on the City only if signed by the City.

32.6.2 The Construction Manager shall advise the City, in writing, of any limitations on the authority of the Construction Manager's Representative; otherwise, the Construction Manager's Representative shall be considered to have full authority to execute any and all instruments requiring the Construction Manager's signature and to act on behalf of the Construction Manager with respect to all matters arising out of this Contract.

32.7 Assignment: The Construction Manager shall not assign this Contract or subcontract it as a whole without the written consent of the City; nor shall the Construction Manager assign any monies due or to become due to it hereunder, without the previous written consent of the City.

32.8 Nondiscrimination, Equal Employment Opportunity and Americans With Disabilities Act: The Construction Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and



employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. the Construction Manager agrees to furnish City with a copy of its Affirmative Action Policy.

- 32.9 Waiver: No consent or waiver, express or implied, by either party to this Contract to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party hereunder, nor deemed to be a modification of this Contract. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection by, payment by or tentative approval or acceptance by the City, or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the Work or any part thereof and shall not release the Construction Manager from any of its obligations hereunder.
- 32.10 Construction of Terms: Unless the context clearly intends to the contrary, words singular or plural in number shall be deemed to include the other and pronouns having masculine or feminine gender shall be deemed to include the other. The term "person" shall be deemed to include an individual, corporation, unincorporated organization, partnership, trust, government and governmental agency or subdivision, as the context shall require.
- 32.11 Captions: The captions used for the Articles and Sections in this Contract are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Contract or any Article or Section hereof.
- 32.12 Entire Agreement; Severability; Amendments: These Contract Documents incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in the Contract Documents. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Article 9 above. In the event any provision of the Contract Documents shall be found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the remainder of this Contract shall not be affected thereby and each remaining provision, term, covenant or condition of the Contract Documents shall continue to be effective.
- 32.13 Notices: All notices to be given hereunder shall be in writing, and may be given by depositing the same in the United States Mail addressed to the party to be notified, postpaid, return receipt requested or by delivering the same in person to such party with a request for a written receipt of acknowledgment of delivery. All notices to be given to the parties hereto shall be sent to or made to the addresses shown below.

The place for giving notice shall remain the same as set forth herein unless changed in the manner provided in this Section.

For City: Erica Grancagnolo  
Economic Development Director,  
City of Pensacola  
222 W. Main Street  
Pensacola, Florida 32502

For the Construction Manager:

Ryan Greenhut  
Greenhut Construction Company, Inc.  
P.O. Box 12603  
Pensacola, Florida 32591-2603

32.14 Counterparts: This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

32.15 Other Terms and Conditions

32.16 Neither the Construction Manager nor City intends to directly or substantially benefit a third party by this Contract other than the Tenant, it being expressly agreed that the Tenant is an intended third-party beneficiary of the following provisions of the Contract: Article 19, Article 20, and Article 27. Therefore, the parties agree that other than the Tenant, there are no third party beneficiaries to this Contract and that other than the Tenant, no third party shall be entitled to assert a claim against either of them based upon this Contract.

32.17 Neither the Construction Manager nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic to or incompatible with the Construction Manager's loyal and conscientious exercise of judgment related to its performance under this Contract. The Construction Manager agrees to prohibit its subcontractors, by written contract, from having any conflicts within the meaning of this Section.

32.18 Preparation of this Contract has been a joint effort of City and the Construction Manager and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

32.19 It is a requirement of City that it enter into contracts only with firms that certify the establishment of a drug free work place in accordance with Florida Statute. Execution of this Contract by the Construction Manager shall also serve as the Construction Manager's required certification that it either has or that it will establish a drug free work place in accordance with Florida Statute 287.087.

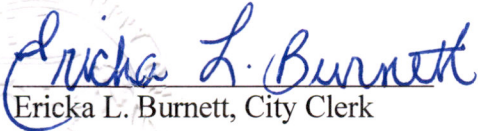


32.20 The Construction Manager agrees to comply with the provisions of Attachment 2, "Federal, State, and Grant Contract Provisions." As used in Attachment 2, "Contractor" and "contractor" mean the Construction Manager, and "contract", "Contract", "agreement", and "Agreement" mean this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES ON FOLLOWING PAGE.]

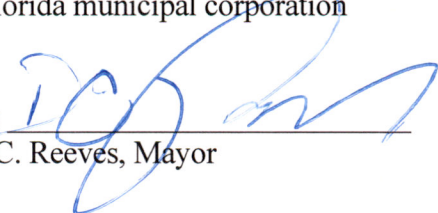
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Attest:

  
Ericka L. Burnett, City Clerk

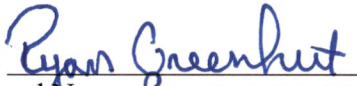
**OWNER:**

**CITY OF PENSACOLA,**  
a Florida municipal corporation

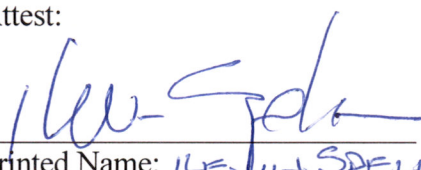
By:   
D. C. Reeves, Mayor

**CONSTRUCTION MANAGER:**

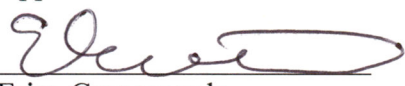
**GREENHUT CONSTRUCTION  
COMPANY, INC.,** a Florida corporation

By:   
Printed Name: RYAN GREENHUT  
Title: PRESIDENT

Attest:

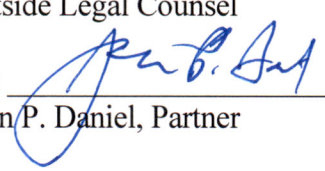
  
Printed Name: ALEX SPELLMAN  
Title: VICE PRESIDENT

Approved as to Content:

  
Erica Grancagnolo,  
Economic Development Director

Approved as to Form and Execution:

BEGGS & LANE, RLLP  
a Florida limited liability partnership,  
Outside Legal Counsel

By:   
John P. Daniel, Partner

### **Builders' Risk Insurance Addendum to Contract**

**Builder's Risk insurance**, coverage must be provided at replacement cost, covering the full contract value for the construction being performed. Such builder's risk policy shall be written on an All-Risk form that includes coverage for reasonable compensation a Construction Manager's services and expenses required as a result of such insured loss. This insurance shall insure the interests of the Contractor, sub-contractors, and sub-sub-contractors in the Project. Property covered by the builder's risk insurance shall include City's Direct Purchase Materials whether stored on or off-site and temporary building(s) or structure(s) at the Project site, other than any of Contractor's office trailer(s). In addition, such builder's risk insurance shall cover portions of the Project stored off the site, and portions of the Project in transit. **The City shall be named as an additional insured on such policy. The policy shall include a waiver of subrogation endorsement and a severability of interest endorsement.** Builder's risk Insurance deductibles shall be subject to the following requirements:

- (a) The deductible under this policy shall not exceed \$500,000 for loss caused by FLOOD or NAMED WINDSTORM or \$250,000 for all other perils.
- (b) The City shall not be liable for amounts that may represent a deductible or retention in any insurance policy. The payment of such deductible or retention shall be the sole responsibility of the Contractor. A loss or losses insured under this insurance policy shall be adjusted by the Contractor and its insurance company. The Contractor shall use the proceeds from the builder's risk policy to repair or replace the damaged property, but the Contractor's obligation to repair or replace the damaged property shall not be limited by the amount of builder's risk policy proceeds. The Contractor shall be responsible for all damages and necessary repairs and replacements whether or not the loss is covered in the builder's risk policy and whether or not the proceeds from the builder's risk policy are sufficient to pay the full cost of necessary repairs and replacements.
- (c) The policy coverage may not terminate until final acceptance of the work described in this contract by City. Final acceptance shall not be deemed to have been made solely on account of substantial completion.
- (d) The policy shall contain coverage for damage of loss caused by breakage, freezing, temperature extremes or temperature change, water, leakage, or seepage.
- (e) The final terms and conditions of the builder's risk policy, including but not limited to modifications to the foregoing, shall be part of the GMP Amendment.

PAYROLL

For contractor's optional use; see instructions at [dol.gov/agencies/whd/forms/wh347](https://dol.gov/agencies/whd/forms/wh347)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

|                                                                                                           |                                     |                        |          |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------|----------|-----------------------|--|--|--|-----------------------------------------|--|--|----------------|----------------|---------------------------|----------------|-------------------------|--|--|-------|---------------------|----------------------------------|
| NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>                     |                                     |                        |          | ADDRESS               |  |  |  | OMB No. 1235-0008<br>Expires 09/30/2026 |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
| PAYROLL NO.                                                                                               |                                     | FOR WEEK ENDING        |          | PROJECT AND LOCATION  |  |  |  | PROJECT OR CONTRACT NO.                 |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
| (1)                                                                                                       | (2)                                 | (3)                    | OT OR ST | (4) DAY AND DATE      |  |  |  |                                         |  |  | (5)            | (6)            | (7)                       | (8) DEDUCTIONS |                         |  |  | (9)   |                     |                                  |
| NAME AND INDIVIDUAL IDENTIFYING NUMBER<br>(e.g., LAST FOUR DIGITS OF SOCIAL SECURITY<br>NUMBER) OF WORKER | NO. OF<br>WITHHOLDING<br>EXEMPTIONS | WORK<br>CLASSIFICATION |          |                       |  |  |  |                                         |  |  | TOTAL<br>HOURS | RATE<br>OF PAY | GROSS<br>AMOUNT<br>EARNED | FICA           | WITH-<br>HOLDING<br>TAX |  |  | OTHER | TOTAL<br>DEDUCTIONS | NET<br>WAGES<br>PAID<br>FOR WEEK |
|                                                                                                           |                                     |                        |          | HOURS WORKED EACH DAY |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|                                                                                                           |                                     |                        | O        |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|                                                                                                           |                                     |                        | S        |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|                                                                                                           |                                     |                        | O        |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|                                                                                                           |                                     |                        | S        |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|                                                                                                           |                                     |                        | O        |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|                                                                                                           |                                     |                        | S        |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|                                                                                                           |                                     |                        | O        |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|                                                                                                           |                                     |                        | S        |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|                                                                                                           |                                     |                        | O        |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|                                                                                                           |                                     |                        | S        |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|                                                                                                           |                                     |                        | O        |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|                                                                                                           |                                     |                        | S        |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|                                                                                                           |                                     |                        | O        |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |
|                                                                                                           |                                     |                        | S        |                       |  |  |  |                                         |  |  |                |                |                           |                |                         |  |  |       |                     |                                  |

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_  
(Contractor or Subcontractor)  
\_\_\_\_\_ ; that during the payroll period commencing on the \_\_\_\_\_  
(Building or Work)  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said  
\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications  
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship  
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and  
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered  
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such employees,  
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |
|                   |             |

REMARKS:

|                |           |
|----------------|-----------|
| NAME AND TITLE | SIGNATURE |
|                |           |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF  
TITLE 31 OF THE UNITED STATES CODE.



# WORKER RIGHTS

## UNDER THE DAVIS-BACON ACT

### FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PREVAILING WAGES</b> | You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.                                                                                                                                                                                                                                                                                                                            |
| <b>OVERTIME</b>         | You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.                                                                                                                                                                                                                                                                                                               |
| <b>ENFORCEMENT</b>      | Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment. |
| <b>APPRENTICES</b>      | Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.                                                                                                                                                                                                                                                                                                                                           |
| <b>RETALIATION</b>      | The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.                                                                                                                                                                                                                                                             |
| <b>PROPER PAY</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor’s Wage and Hour Division.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)





## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.



(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and  
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*



## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily



excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**  
This provision is applicable to all Federal-aid projects funded  
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**CONTRACT BETWEEN CITY OF PENSACOLA  
AND  
[xxxCONTRACTORxxx]  
BASED UPON REQUEST FOR QUALIFICATIONS #\_\_\_\_\_**

**THIS CONTRACT (“Contract”)** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_, (“Contractor”), a corporation authorized to do business in Florida, located at \_\_\_\_\_, (the City and Contractor collectively referred to hereinafter as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the City solicited a Request for Qualifications #\_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_ (“RFQ”), as described in Project Manual/Specifications for \_\_\_\_\_, as modified by any addendum to the (“Addenda”), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “RFQ”); and

**WHEREAS**, in response to the RFQ, the Contractor submitted to the City a statement of qualifications and experience (“SOQ”) dated \_\_\_\_\_, 20\_\_\_\_, and/or any other documents submitted in response to the RFQ, attached hereto as Exhibit B and incorporated herein by this reference; and

**WHEREAS**, the City has selected the Contractor pursuant to the selection criteria or process as specified in the RFQ based on the Contractor’s SOQ and any other requested information, and the Parties have agreed upon negotiated fees and services (“Negotiated Terms”) as attached hereto in Exhibit C and incorporated herein by this reference; and

**WHEREAS**, the Parties desire the Contractor to perform as described in the RFQ and the SOQ, the Negotiated Terms, and pursuant to the terms and conditions of this Contract; 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, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

**Section 1. Recitals.**

The recitals contained above are true and correct and are incorporated into this Contract.

**Section 2. Contractor’s Obligations.**

The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions

supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

**Section 3. Term of Contract.**

Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached RFQ and SOQ.

**Section 4. Payment.**

The Contractor agrees to perform all work and services in Section 2 at the rates, costs, and any not-to-exceed amount provided for in the attached SOQ and Attachment B, Payment Schedule. The amount will be paid by the City based on invoices submitted by Contractor and payments approved by the City, only after written acceptance by the City pursuant to the Contract. Such payment shall be in accordance with the Florida Prompt Payment Act. In the event that the Consultant does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative Contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

**Section 5. Bond.**

Is a bond required?            ☐ Yes ☐ No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

**Section 6. Performance Schedule.**

The Contractor shall commence and complete all work and services pursuant to the Contract.

**Section 7. Necessary Approvals.**

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

**Section 8. No Waiver.**

No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

**Section 9. 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 10. Venue.**

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

**Section 11. No Discrimination.**

Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

**Section 12. Assignment.**

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

**Section 13. No Other Agreements.**

The Parties agree the Contract contains 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 14. Remedies for Failure to Perform or Breach of Contract.**

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 Contractor, 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.

**Section 15. Termination for Convenience.**

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

**Section 16. Public Records Act.**

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.

**Section 17. 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 18. Federal Required Language**

Since the parties anticipate that federal funding will be applied to this Agreement, federal contract clauses contained in Attachment "C" must be complied with, where applicable, in addition to the clauses already mentioned.

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

**CONTRACTOR**

**THE CITY OF PENSACOLA, FLORIDA**

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
Mayor, D. C. Reeves

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
City Clerk, Ericka L. Burnett

\_\_\_\_\_  
(Printed President's Name)

Approved as to Substance:

Attest \_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Department Director

(CORPORATE SEAL)

Legal in form and execution:

\_\_\_\_\_  
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**

**[PUBRICORDS@CITYOFPENSACOLA.COM](mailto:PUBRICORDS@CITYOFPENSACOLA.COM)**

**222 WEST MAIN STREET, PENSACOLA, FL 32502**

**Attachment "B"**  
**PAYMENT SCHEDULE**

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):
  - ☐ Lump Sum/Flat Fee
  - ☐ Hourly Rate(s)
  - ☐ Other: \_\_\_\_\_
  
2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):
  - ☐ Lump Sum/Flat Fee: \_\_\_\_\_
  - ☐ Hourly Rate(s) are: \_\_\_\_\_
  - ☐ Other: \_\_\_\_\_
  
3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):
  - ☐ One-time, lump sum at the end of the work/project
  - ☐ After submission of monthly or periodic invoices
  - ☐ Other: \_\_\_\_\_

**Attachment "C"**  
**FEDERAL CONDITIONS**

**Required Contract Provisions**

1. BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))  
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 Contractor, 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.
2. TERMINATION FOR CAUSE OR CONVENIENCE(2 CFR § 200 Appendix II(B))  
The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.
3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT  
*Clean Air Act*  
Contractor agrees 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 Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).  
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.  
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.  
  
*Federal Water Pollution Control Act*  
The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.  
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.  
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.
4. DEBARMENT AND SUSPENSION  
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's

principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR

## RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### 9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.



The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. BYRD ANTI-LOBBYING AMENDMENT.

*Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)*

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

*Required Certification.* If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A).

**ATTACHMENT “C”**  
**DAVIS BACON REQUIREMENTS - 29 CFR 5.5**

**(1) *Minimum wages* —**

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in [paragraphs \(d\) and \(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**(ii) *Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the

Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## (2) **Withholding** —

(i) **Withholding requirements.** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime

contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) **Records and certified payrolls —**

(i) **Basic record requirements —**

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.



(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under [paragraph \(a\)\(3\)\(i\)](#) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\) through \(iii\)](#) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices and equal employment opportunity —**

(i) **Apprentices —**

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [paragraph \(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [paragraph \(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\)](#) through [\(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).



(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by [paragraph \(a\)](#) of this section or [29 CFR 4.6](#). As used in this [paragraph \(b\)](#), the terms “laborers and mechanics” include watchpersons and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) **Withholding for unpaid wages and liquidated damages —**

(i) **Withholding process.** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) ***CWHSSA required records clause.*** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) ***Incorporation of contract clauses and wage determinations by reference.*** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) ***Incorporation by operation of law.*** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [§ 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, [REDACTED], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

---

Signature of Contractor's Authorized Official

---

Date

---

Name and Title of Contractor's Authorized Official



## EXHIBIT "B" - SOQ



Request for Qualifications for RFQ NO.: 24-055

# CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE HIGH-PERFORMANCE MARITIME CENTER OF EXCELLENCE PROJECT

City of Pensacola | October 15, 2024





Consulting Engineers P.A.

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AMI Consulting Engineers is a trusted leader in marine civil, structural, coastal, and industrial engineering, delivering innovative solutions across diverse waterfront, industrial, and structural projects. With a focus on quality and sustainability, AMI combines technical expertise with practical approaches to address complex challenges. Our commitment to client success drives us to continuously enhance project outcomes while safeguarding environmental and community interests. AMI remains dedicated to excellence, leveraging decades of experience to shape the future of engineering.





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The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution.

This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process.

October 15, 2024



City of Pensacola  
Attn: Dedria Lunderman, Purchasing Manager  
City Hall  
222 West Main Street  
Pensacola, FL 32502

Subject: Proposal Submission for Construction Engineering and Inspection Services – High-Performance Maritime Center of Excellence, Warehouse #10

Dear Ms. Lunderman,

AMI Consulting Engineers is honored to submit our qualifications in response to RFQ No. 24-055 for Construction Engineering and Inspection (CEI) Services for the High-Performance Maritime Center of Excellence at the Port of Pensacola. We are excited about the opportunity to support the City of Pensacola in transforming Warehouse #10 into a world-class facility that will drive economic development and establish a permanent home for American Magic, a leading professional sailing team competing for the America's Cup.

AMI also has a sister company Nordic Group, Inc., a general contractor for commercial building and marine construction projects. This unique relationship allows AMI Principal Craig Jouppi to bring the wealth of experience and knowledge that comes with working as a general contractor and the ability to address and solve construction challenges from all perspectives. Together, our team brings over 65 years of combined experience in marine, structural engineering, and management of construction projects, successfully delivering high-performance infrastructure projects. David Kreuser, PE, will lead our structural team, supported by experts with vast experience in construction inspection and quality control for projects of similar size and complexity. AMI's team is also well-versed in working within secure-restricted areas and meeting the stringent requirements of the Maritime Transportation Security Act (MTSA), ensuring compliance with the specific security protocols at the Port of Pensacola.

As a CEI team, we understand our role is to provide comprehensive services for the rehabilitation and buildout of Warehouse #10, encompassing all civil, utility, mechanical, electrical, and structural work. Our team is prepared to manage both Phase 1-1 (building repairs) and Phase 1-2 (complete buildout), ensuring that all work is conducted to the highest standards of quality and safety. Additionally, we will coordinate closely with the construction team and Threshold Inspection (TI) personnel to ensure that all aspects of the project meet the City's expectations and regulatory requirements.

Our combined expertise with Nordic Group ensures a collaborative approach that emphasizes open communication, transparency, and a commitment to excellence. We will work proactively with the City, contractors, and all stakeholders to resolve any issues promptly and keep the project on track. With our proven track record and dedication, we are confident in our ability to deliver outstanding CEI services that align with the objectives of the City and its partners.

We look forward to the opportunity to collaborate with the City of Pensacola on this landmark project. Should you require any further information, please do not hesitate to contact us. We are eager to present our qualifications and discuss our approach to the project in more detail.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Jouppi", followed by a period.

Craig Jouppi, PE, SE  
President and Principal, AMI Consulting Engineers, PA  
Vice President, Nordic Group, Inc.  
craig.jouppi@amiengineers.com

QUALIFICATION NO. 24-055

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR THE  
HIGH-PERFORMANCE MARITIME CENTER OF EXCELLENCE  
PROJECT

Signature Sheet

The undersigned, as Vendor, does declare that no other persons other than the Vendor herein named has any interest in this Qualification or in the contract to be taken, and that it is made without any connection with any other person or persons presenting a Qualification for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties.

**Survey: How did you obtain this solicitation?**

☒ City of Pensacola website ☐ Central Bidding Demandstar

Other: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: 10/9/24

Printed Name: Craig Jouppe Title: President

Company: AMI Consulting Engineers, P.A. Address: 3298 Summit Blvd. Suite 22

Telephone: 850-261-7116 City: Pensacola

Fax: 877-761-7058 State: Florida Zip: 32503

E-mail: craig.jouppe@amiengineers.com

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

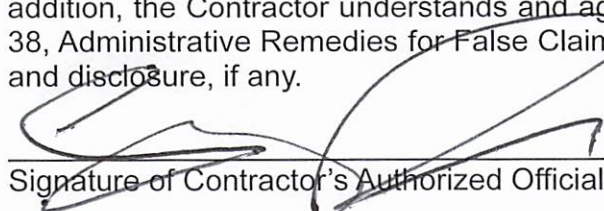
**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, AMI Consulting Engineers, P.A., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

10/9/24  
Date

Craig Jouppi      President  
Name and Title of Contractor's Authorized Official

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**



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

|                                                                                    |                                    |
|------------------------------------------------------------------------------------|------------------------------------|
| Vendor Name: <u>AMI Consulting Engineers, P.A.</u>                                 |                                    |
| Vendor FEIN: <u>65-1266816</u>                                                     | Phone Number: <u>850-261-7116</u>  |
| Vendor's Authorized Representative Name and Title: <u>Craig Jouppi - President</u> |                                    |
| Address: <u>3298 Summit Blvd. Suite 22</u>                                         |                                    |
| City: <u>Pensacola</u>                                                             | State: <u>FL</u> ZIP: <u>32503</u> |
| Email Address: <u>craig.jouppi@amiengineers.com</u>                                |                                    |

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.

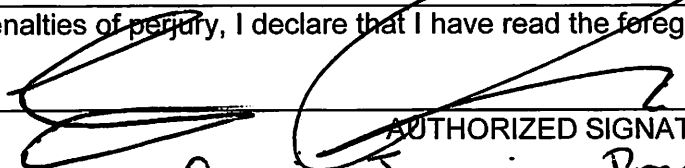
Florida Statute 787.06

(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: <u>Craig Jouppi President</u>                                                                     |                      |
| Date: <u>10/9/24</u>                                                                                                    |                      |

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

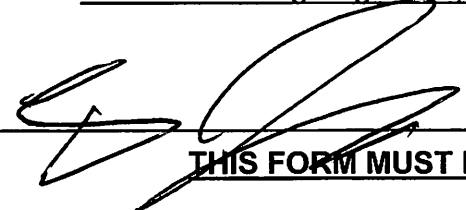
**52.209-5 FAR Certification Regarding Debarment, Suspension,  
Proposed Debarment, and Other Responsibility Matters**

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
  - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
  - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
  - B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
  - D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: AMI Consulting Engineers, P.A.

Date: 10/9/24

Authorized  
Signature: 

Printed Name: Craig Souppi

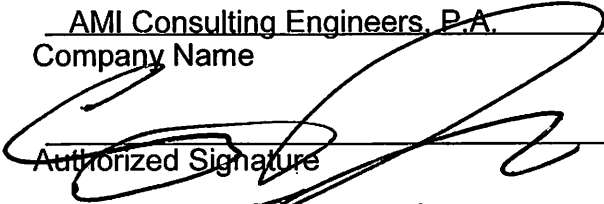
**THIS FORM MUST BE INCLUDED IN SUBMITTAL**



**52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment**

1. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
  - A. The name of the subcontractor.
  - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
  - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
  - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

AMI Consulting Engineers, P.A.  
Company Name

  
Authorized Signature

Craig Souppi  
Printed Name

10/9/24  
Date

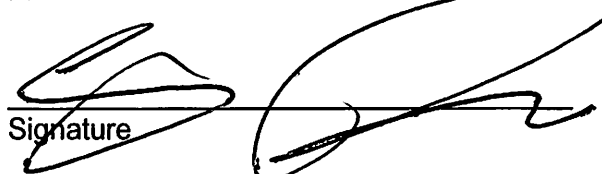
**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

## DRUG-FREE WORKPLACE CERTIFICATE

**IDENTICAL TIE BIDS** - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

  
Signature

Craig Jouppi  
Printed Name

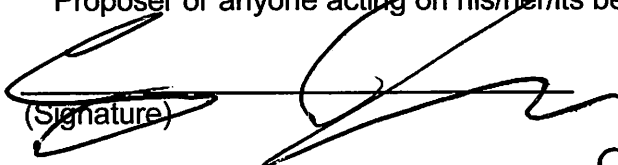
**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

## CITY OF PENSACOLA NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Craig Jouppi, being first duly sworn, deposes and says that:

1. (S)He is of , the Proposer that has submitted the attached Proposal;
2. (S)He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the Proposer nor anyone acting on behalf of the Proposer, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has be submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Pensacola, Florida or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or anyone acting on his/her/its behalf.

  
(Signature)

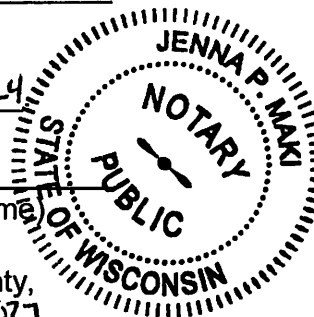
President  
(Title)

Subscribed and Sworn to before me of this 9<sup>th</sup> day of October, 2024

  
(Notary's Signature)

\_\_\_\_\_  
(Notary's Stamped or Printed Name)

Notary Public, in and for Douglas County,  
My commission expires: April 16<sup>th</sup> 2027



**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**SWORN STATEMENT UNDER SECTION 287.113(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 24-055  
for Construction Engineering & Inspection Services for the High-Performance Maritime Center of Excellence Project

2. This sworn statement is submitted by AMI Consulting Engineers, P.A.  
**[name of entity submitting sworn statement]**

whose business address is 3298 Summit Blvd Suite 22, Pensacola, FL 32503  
and (if applicable) its Federal Employer

Identification Number (FEIN) is 65-1266816

(If the entity has no FEIN, include the Social Security number of the individual signing this sworn statement: (\_\_\_\_\_.))

3. My name is Craig Jouppi and my relationship to President  
**[please print name of individual signing]**

the entity named above is AMI Consulting Engineers, P.A.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's-length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States, with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

       The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

       There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

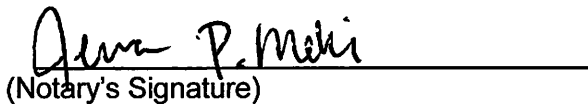
       The person or affiliate was placed on the convicted vendor list. There has been subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

       The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

  
(Signature)

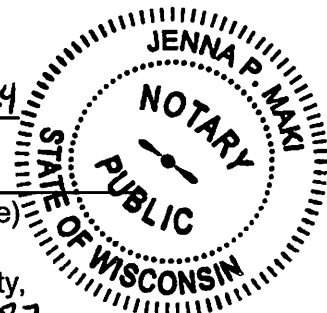
President  
(Title)

Subscribed and Sworn to before me of this 9<sup>th</sup> day of October, 2024

  
(Notary's Signature)

Jenna P. Maki  
(Notary's Stamped or Printed Name)

Notary Public, in and for Douglas County,  
My commission expires: April 16<sup>th</sup> 2027

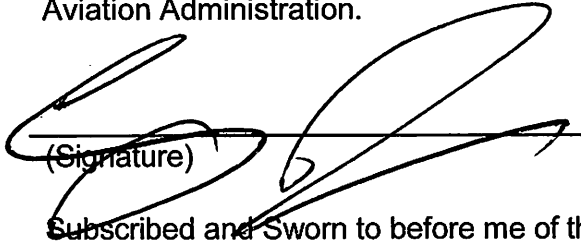


**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**FEDERAL CONTRACT PROVISIONS COPELAND "ANTI-KICKBACK" ACT**

(Reference: 2 CFR § 200 Appendix II(D), 29 CFR parts 3 & 5)

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

  
(Signature)

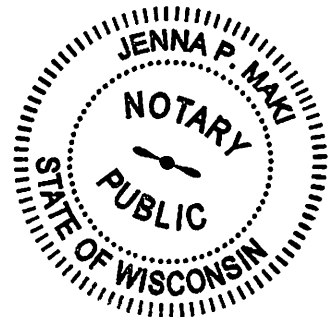
President  
(Title)

Subscribed and Sworn to before me of this 9<sup>th</sup> day of October, 2024.

Jenna P. Maki  
(Notary's Signature)

\_\_\_\_\_  
(Notary's Stamped or Printed Name)

Notary Public, in and for Douglas County,  
My commission expires: April 16<sup>th</sup> 2027



**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**



**STATEMENT OF NO RESPONSE**  
**Bid/RFP/RFQ #24-055**

If you are unable to submit a proposal at this time, please complete the following and return by e-mail to [purchasing@cityofpenscola.com](mailto:purchasing@cityofpenscola.com). Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to the solicitation for the following reason(s):

**SPECIFICATIONS**

\_\_\_ Specifications too "tight" (i.e., limited to one brand or manufacturer)

\_\_\_ Specifications unclear

\_\_\_ Unable to meet specifications

**NATURE OF AWARD**

\_\_\_ Insufficient time to respond

\_\_\_ Equivalent options not offered

\_\_\_ Other (please explain below)

Explanation:

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We request to:

\_\_\_ remain in this service category for future City of Pensacola solicitations.

\_\_\_ be removed from this service category and remain on the City's solicitation list.

\_\_\_ be removed from the City's solicitation list.

Company Name: \_\_\_\_\_

Officer Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Office: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Signature of Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

# FIRM INFORMATION

## WHO WE ARE

At AMI we pride ourselves on delivering successful projects through strong communication and client-centered engineering services. Through continual development and training, we are cultivating exceptional team members that provide exceptional service without compromise.

We specialize in the design and development of ports and harbors, waterfronts and marinas, coastal and riverine projects, building and structures, dams and levees, and industrial structures. Disciplines include environmental, mechanical, structural, and civil engineering services. We believe that our unique combination of experience, knowledge and resources differentiate us from the competition.

## TOTAL STAFF AND FIRM'S EXPERIENCE PROFILE

Our firm comprises a dedicated team of 40+ professionals, including management, technical, and support staff. The technical team proposed for this project includes:

- **Project Manager: David Kreuser, PE** – 28 years of experience in project management across architectural, marine, and industrial sectors.
- **Field Engineer: Garrett Larson, PE.** – Specializing in structural engineering with seven years of experience.
- **Field Engineer: Brennan Nelson, EIT** – Specializing in structural engineering with five years of experience.
- **Quality Control Manager and Principal-In-Charge: Craig Jouppe, PE, SE** – 27 years of experience in architectural, marine and industrial structures. quality assurance and control in engineering projects and construction management across many project types.
- **Support Staff:** Includes CAD specialists, environmental consultants, administrative personnel, and other engineers as needed.

Our principals are registered in the State of Florida as professional engineers in their respective fields. All other staff hold the necessary qualifications and certifications to perform professional services in their discipline. More information about these qualifications can be found on team resumes located in the Project Team portion of this submittal.



Consulting Engineers P.A.

## AMI DETAILS



U.S. Small Business  
Administration

AMI is a Certified 8 (a) Total Small Business

### SMALL BUT MIGHTY!

AMI is an S-Corporation and a Total Small Business, proudly incorporated in Minnesota.

### REGISTERED AND READY!

AMI is officially on the books with the State of Florida—check out our SunBiz.org registration on the next page.

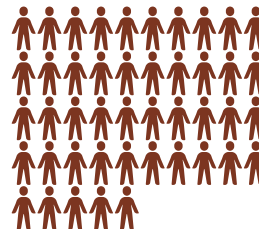


### 18 YEARS STRONG!

Proudly delivering engineering solutions since February 26, 2006, we are building a legacy of excellence.

ESTABLISHED IN

**2006**  
**18** YEARS OF  
DEDICATED  
SERVICE



### A TEAM OF 40+ EXPERTS, READY FOR ACTION!

Our skilled professionals include management, technical, and support staff—all set to bring their A-game to your project.

### JUST A STONE'S THROW AWAY!

At only 6 miles from the project site, our office is perfectly positioned to provide responsive service and keep things running smoothly every step of the way.



### LITIGATION-FREE FOR A DECADE!

No litigation, disputes, defaults, or liens for over 10 years—our clean record speaks to our commitment to ethics and transparency.

# AMI REGISTRATION IN STATE OF FLORIDA



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Profit Corporation  
AMI CONSULTING ENGINEERS, PA

### Filing Information

**Document Number** F07000003030  
**FEI/EIN Number** 65-1266816  
**Date Filed** 06/12/2007  
**State** MN  
**Status** ACTIVE

### Principal Address

91 MAIN STREET  
SUPERIOR, WI 54880

Changed: 03/29/2011

### Mailing Address

91 MAIN STREET  
SUPERIOR, WI 54880

Changed: 03/29/2011

### Registered Agent Name & Address

NRAI SERVICES, INC  
1200 South Pine Island Road  
Plantation, FL 33324

Address Changed: 02/11/2011

### Officer/Director Detail

#### **Name & Address**

Title VP, Secretary

SCOTT, CHAD  
1583 County Road 4  
Carlton, MN 55718

Title President, Treasurer

JOUPPI, CRAIG

## Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2022        | 05/19/2022 |
| 2023        | 04/10/2023 |
| 2024        | 04/26/2024 |

## Document Images

|                                              |                                          |
|----------------------------------------------|------------------------------------------|
| <a href="#">04/26/2024 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">04/10/2023 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">05/19/2022 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">04/08/2021 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">06/10/2020 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">05/09/2019 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">03/26/2018 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">01/09/2017 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">04/13/2016 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">03/18/2015 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">01/29/2014 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">03/20/2013 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">03/27/2012 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">03/29/2011 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">04/26/2010 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">03/30/2009 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">09/02/2008 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">06/12/2007 -- Foreign Profit</a> | <a href="#">View image in PDF format</a> |

# FIRM EXPERIENCE

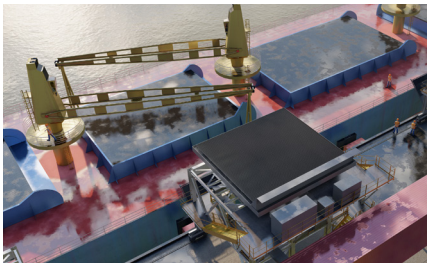


AMI Consulting Engineers brings extensive experience in Construction Administration (CA), managing all aspects of construction oversight, quality assurance, progress monitoring, and documentation for a variety of marine, structural, and civil projects. Our team excels in coordinating with contractors, performing detailed inspections, managing change orders, and ensuring compliance with project specifications and regulatory requirements.

We are skilled in working with stakeholders and regulatory agencies to document project work, addressing concerns and meeting specific requirements. Our approach includes coordinating with public agencies and obtaining the necessary approvals to ensure that all work aligns with project goals and regulatory standards.

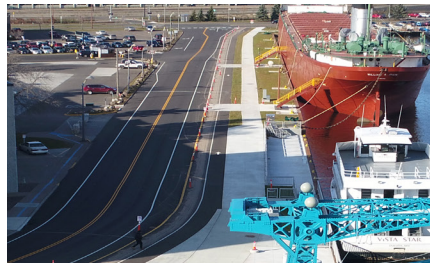
Our CA services cover overseeing materials testing, progress payments, safety compliance, and maintaining open communication for proactive issue resolution throughout the project lifecycle. AMI's experience includes delivering successful projects within secure-restricted areas, where we ensure compliance with stringent quality, safety, and security requirements.

The following project profiles illustrate AMI's extensive experience in delivering comprehensive engineering and Construction Administration (CA) services for high-profile, complex infrastructure projects. These examples showcase AMI's capabilities in environmental remediation, permitting, and stakeholder coordination, while ensuring successful project outcomes from initial design through final construction and closeout.



## **SHIP UNLOADING FACILITY, CALIFORNIA**

AMI provided turnkey engineering and construction management services for a ship unloading facility, including the design of mobile hoppers and associated infrastructure. AMI managed the entire process, from bid preparation and contractor selection to quality assurance, schedule coordination, and system commissioning. The project maintained minimal disruption to operations and was completed on budget.



## **DECC SEAWALL MINNESOTA SLIP, DULUTH, MN**

The rehabilitation of a historic dockwall addressed significant structural decay and improved public safety. AMI led emergency investigations, engineering for new dockwall structures, environmental investigations, and upgrades to utilities. The project included collaboration with regulatory bodies to ensure environmental compliance and preservation of historic waterfront elements.

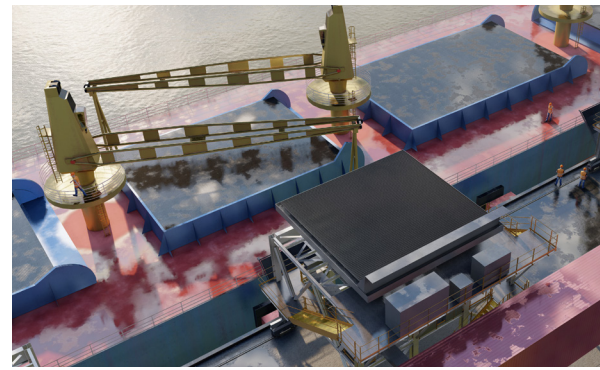


## **PIER B RESORT, DULUTH, MN**

As the engineer for a brownfield redevelopment, AMI delivered structural, civil, and environmental solutions for a new hotel and waterfront improvements. The project involved capping legacy contaminants, environmental cleanup, and regulatory coordination with multiple agencies. AMI's expertise ensured compliance with permitting requirements while transforming the site into a vibrant public destination.

These profiles demonstrate AMI's ability to deliver complex projects involving diverse engineering disciplines, stringent regulatory requirements, and multi-stakeholder coordination, ensuring successful outcomes.





## DOCK REHABILITATION AND HOPPER DESIGN CALIFORNIA

AMI delivered comprehensive structural, mechanical, and electrical engineering services, along with construction administration expertise, for a turnkey redesign of a ship unloading facility in California. AMI's design scope encompassed three 300-ton mobile hoppers, a review of the existing dock to support the new hoppers, conveyor and bucket elevator foundation designs, and hopper air and water supplies with dockside piping. AMI additionally served as the owner's representative for the multi-year, **\$30M** project. This project was led by AMI from cradle to grave, designing and evaluating preliminary arrangements all the way to final design and construction management and through final commissioning and project close-out.

As the owners representative, AMI managed the bidding process by assembling bid packages including scope of works, specifications, and other supporting documents. This included supporting the bidding process with pre and post bid meetings, providing clarifications, and cataloging the bidding process. AMI evaluated vendors and their bids, normalizing them and providing summary comparisons for the client's ownership group. In addition, contract services support was provided including reviewing terms and conditions of the contracts, and post-bid negotiations.

After contracts were awarded, AMI coordinated with key players to establish a master schedule, discuss project sequencing, laydown locations and timing, and generating a site plan. AMI participated in coordination with contractors, vendors, and delegated design subs to maintain the project schedule by ensuring materials were ordered on time, lift plans were permitted and approved, and that laydown locations were coordinated. AMI maintained delay logs, managed change orders, and reviewed pay applications to ensure the project stayed on schedule and budget. AMI performed value added engineering during construction to help reduce construction costs and lead times. All coordination throughout the project was done to ensure limited disruptions to plant operations during the 18-month construction cycle.

AMI reviewed and tracked all submittals including shop drawings, mix designs, equipment cut sheets, erection drawings etc. Quality control was performed at fabricator sites prior to delivery and after assembly at the job site. AMI visited the site regularly to review project progress and verify construction progress is in conformance with the specifications. During construction, AMI coordinated the commissioning of phase 1 and 2 of the system. This included testing all controls and logic, aligning mechanical equipment, and running the system both dry and with material before assisting in training the operations staff. Throughput testing was performed on all equipment and held against performance criteria provided by AMI at the beginning of the project. AMI continued to maintain a consistent presence on site and in meetings until the project officially closed out.

### PROJECT DATE



2020 - 2024

### KEY TEAM MEMBERS



- Craig Jouppi, PE, SE – Principal
- Garrett Larson, PE – Project Lead/  
Hopper Design
- Brennan Nelson, EIT – Structural
- Adam Marksteiner, PE – Mechanical

### CLIENT REFERENCE



Confidential

*The owner of this facility wishes to remain confidential and select project information has been omitted based on this request.*

### PROJECT MAGNITUDE



\$30M  
2.5 Acres of Dock





## DECC SEAWALL MINNESOTA SLIP

### DULUTH, MINNESOTA

This project included the rehabilitation of a historic 1885 Minnesota Slip and Harbor dockwall which are home to the William A. Irvin, Vista Cruises and waterfront boardwalks that host millions of tourists annually. As the project manager, AMI took the lead to address issues along the 2,500 linear foot dockwall and surrounding public areas. AMI created the presentations and complete 3D renderings for these meetings. AMI worked closely with the City of Duluth, DECC, and current businesses located along the project site to meet the needs of all parties.

AMI performed emergency investigations and rehabilitation planning for multiple sections of the harbor wall and dockage. During the underwater investigation, serious dockwall decay and failures were found in critical public areas. Public safety and environmental risks, as well as reduced accessibility to Duluth's waterfront and the historic William A. Irvin, were a result.

With these factors in mind, AMI provided all engineering for the new dockwall structures to replace the old and failing timber dockwall. This design included site renderings, complete plan set and specs, cost estimating, demolition planning, new steel sheet piling, and a tie back system utilizing transfer piles and helical anchors. New bollards and their foundations were also designed to accommodate the facilities needs from vessel traffic, along with the design of a temporary vessel docking platform.

The rehabilitation included a complete environmental investigation of the area, all permitting for the site, electrical and utility upgrades for the Irvin and Vista Cruises, corrosion protection, wood boardwalk, asphalt trail, and a concrete gathering space. AMI worked in conjunction with MPCA/EPA/USACE for slip restoration and clean-up.

#### PROJECT TIMELINE



2016 - 2019

#### KEY TEAM MEMBERS



- Chad W. Scott, PE – Principal
- Chase Dewhirst, PE – Marine Civil/Structural
- Zac Morris, PE – Coastal
- Garrett Larson, PE - Field Engineer
- Adam Marksteiner, PE – Mechanical

#### CLIENT REFERENCE



Erik Birkeland  
Property & Facilities Manager  
City of Duluth – Property & Facilities  
Management  
1532 West Michigan Street  
Duluth, MN 55806  
[www.duluthmn.gov](http://www.duluthmn.gov)  
218.576.7396  
[ebirkeland@duluthmn.gov](mailto:ebirkeland@duluthmn.gov)

#### PROJECT MAGNITUDE



\$15M  
2,500 linear foot dockwall





## PIER B RESORT

### DULUTH, MINNESOTA

AMI served as the structural, civil, environmental, and marine engineer for the 84,500-square-foot Pier B Resort, located on the waterfront in Duluth, MN. This project was a brownfield redevelopment of a historic industrial pier that included a turn-of-the-century lime kiln and warehouse, as well as mid-1900s bulk dry cement storage and distribution facilities.

AMI's comprehensive services included structural engineering for the four-story hotel, civil and stormwater design, utility improvements, marine civil engineering, retractable bridge design, land and marine surveys, underwater inspections, demolition oversight, and wave run-up studies. The redevelopment also involved the design of critical habitat improvements and capping legacy contaminants in Slip 2, with dredged material obtained from USACE operations.

During the construction phase, AMI provided extensive construction administration services, including on-site inspections, submittal review, and responses to Requests for Information (RFIs). We played a key role in coordinating with contractors and regulatory agencies, ensuring the project met technical specifications and regulatory requirements. AMI's proactive involvement in construction oversight helped keep the project on schedule and ensured that quality standards were maintained throughout the development.

Project permitting and environmental cleanup at the site were extensive, requiring close collaboration with local, state, and federal agencies, including the Minnesota Pollution Control Agency (MPCA), U.S. Army Corps of Engineers (USACE), and the Minnesota Department of Natural Resources (MnDNR). Our efforts ensured compliance with all regulatory requirements related to the site's design, construction, environmental protection, and historic preservation.

The completed Pier B Resort features 140 hotel rooms, a banquet center, restaurant, bar, pool, outdoor multi-level decks, a waterfront patio, outdoor whirlpool, a new sheet pile wall, transient marina, boat and canoe launch, and a sliding bridge that connects to surrounding parks, trails, and event centers.

#### PROJECT TIMELINE



2014-2016

#### KEY TEAM MEMBERS



- Craig Jouppi, PE, SE – Principal, Structural
- Chad W. Scott, PE – Marine Civil
- Chase Dewhirst, PE – Marine Civil
- Zac Morris, PE – Coastal
- Seth Johnson – Technician
- Jordan Vargas – Environmental

#### CLIENT REFERENCE



Sanford Hoff  
Developer  
Pier B Holding, LLC  
218.720.6683  
shoff@fialter.com

#### PROJECT MAGNITUDE



\$32.8M  
84,500-square foot



***This project received the prestigious Minnesota ReScape Environmental Impact Award.***





## LAKEWALK PHASES I - V

### DULUTH, MINNESOTA

In response to three extreme storm events occurring in October 2017, April 2018, and October 2018, AMI was selected to design the stabilization and recovery of specific sections of the City of Duluth's Lake Superior shoreline most affected by erosion. The timeline for each phase of the Lakewalk Rehabilitation project was driven by a closely approaching fish window that would make any work in the bed of Lake Superior strictly prohibited. With this tight schedule in mind, AMI performed surveying, executed engineering analyses, provided design alternatives, submitted/obtained permits and required in-water work extensions, created construction documents, and performed construction administration. Due to the close proximity of the popular multi-use Lakewalk trail, public safety, and construction access considerations were identified and incorporated into the project designs. The selected designs were site specific, integrating armor stone revetments with plantings of native shrubs, trees, and grasses; concrete storm and sea walls; structural designs to replace and extend existing stormwater outfall infrastructure. All of the designs were incorporated to provide resiliency to the shoreline for varying climate change scenarios and to protect the public and infrastructure. The designs also provided a vegetation buffer between the Lakewalk and the shoreline protection allowing for future landscape improvements and to provide safe cycling conditions. The AMI led phases are being completed under budget and well ahead of the set schedule, increasing opportunities for the public to get out and enjoy the Lakewalk. Below is a summary of the major project features regarding the shoreline protection solutions:

| Phase     | Stormwater Outfalls (EA)                                                        | Seawalls (LF) | Revetments (LF) |
|-----------|---------------------------------------------------------------------------------|---------------|-----------------|
| Phase I   | 1                                                                               | 500           | 500             |
| Phase II  | 3                                                                               | 600           | 600             |
| Phase III | 12                                                                              | 3,100         | 2,400           |
| Phase IV  | 6                                                                               | 0             | 1,200           |
| Phase V   | Scope is being finalized. 7,830 LF of shoreline anticipated to be rehabilitated |               |                 |
| TOTAL     | 22                                                                              | 4,200         | 4,700           |

#### DATE OF COMPLETION



Phase I - 2016  
Phase II - 2017  
Phase III - 2019  
Phase IV - 2021  
Phase V - Present

#### KEY TEAM MEMBERS



- Craig Jouppe, PE, SE – Principal
- Chase Dewhirst, PE – Marine Structural Lead
- Zac Morris, PE – Coastal Lead
- Ryan Dagger, PE – Coastal

#### CLIENT REFERENCE



Mike LeBeau  
Construction Project Supervisor  
City of Duluth  
218.340.0221  
mlebeau@duluthmn.gov

#### PROJECT MAGNITUDE



\$30M  
12,500 LF





## OLMSTED LOCK & DAM

OLMSTED, ILLINOIS

AMI Consulting Engineers was selected by the Army Corps of Engineers for its second 3-year IDIQ contract to provide construction phase engineering support for the Olmsted Lock and Dam project located on the Ohio River, just upstream of the confluence with the Mississippi River.

AMI's value task orders included construction sequencing and erection plan for the trunnion girder and trunnion girder anchorage; design of a river bottom grading tool, and river survey platform feasibility study for use by survey equipment sensitive to vibrations including checking the structure performance against river currents, vortex shedding, etc.

The river bottom grading tool was extremely effective. It was designed to grade the river bottom in 30 to 50 feet of water and was able to prepare grade to within ½ inch of plan elevation. This tool consists of a 10-foot-high by 60 foot long grading blade attached to the crane barge by the 85 foot long steel frame.

AMI's construction and erection plan, for the trunnion girder, trunnion girder anchorage reinforcement, and anchorage steel assemblies, was created to maximize the percentage of work performed on land as opposed to on the river. Structural steel frames were integrated into the final reinforcing assembly to facilitate erection of the reinforcing cages and post-tensioning ducts. These steel frames provided anchorage of the assembly to the inside of the pre-cast concrete pier shell during concrete placement.

### PROJECT TIMELINE



2013 - 2014

### KEY TEAM MEMBERS



- Craig Jouppi, PE, SE – Principal and Structural Engineer
- Chase Dewhirst, PE – Marine
- Seth Johnson – Technician

### CLIENT REFERENCE



Sandra Lambert  
Sr. Subcontract Administrator  
WGA – Olmsted Dam Project  
208-386-5481  
sandra.lambert@aecom.com

### PROJECT MAGNITUDE



\$3B  
1,200-foot-long tainter gates

# PROJECT TEAM

The AMI and Nordic Group team for the High-Performance Maritime Center of Excellence project at the Port of Pensacola combines engineering, quality control, and construction expertise to deliver comprehensive Construction Engineering and Inspection (CEI) services. This partnership ensures a seamless approach to the rehabilitation and buildout of Warehouse #10, a key facility for American Magic and the City of Pensacola.

**Project Manager: David Kreuser, PE** leads the team with over 28 years of experience managing large-scale architectural, marine, and industrial projects. He will oversee the collaboration between AMI and Nordic Group, ensuring that the project's scope, schedule, and quality objectives are met.

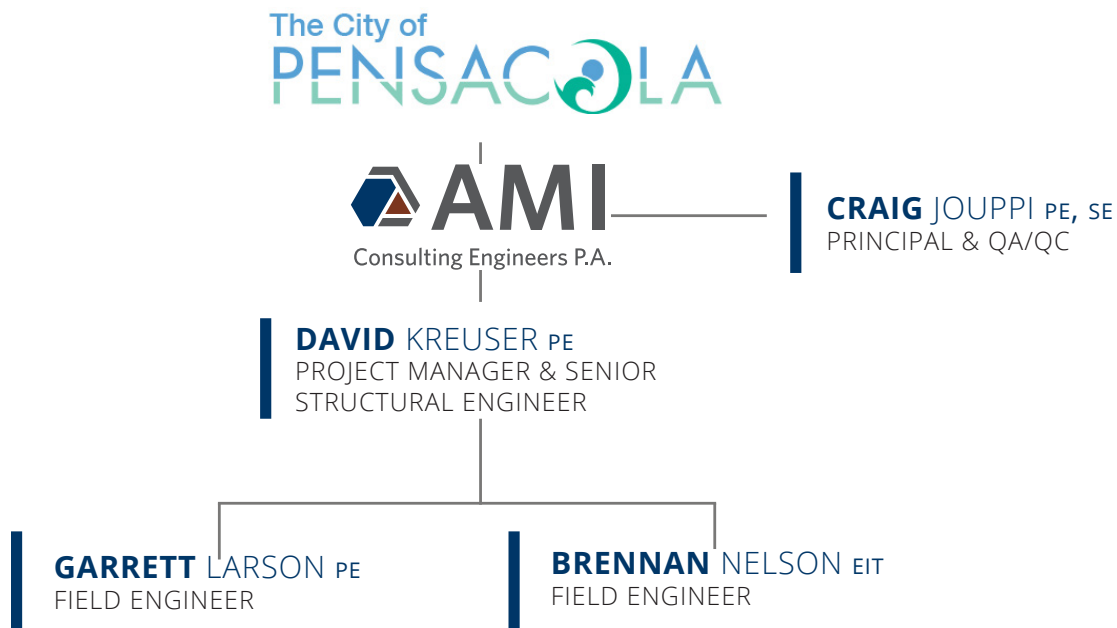
**Quality Control Manager & Principal-in-Charge: Craig Jouppi, PE, SE** serves as President and Principal of AMI and Vice President of Nordic Group. He brings 27 years of quality assurance and control expertise, overseeing adherence to technical standards and ensuring that project execution aligns with the City's expectations. His dual leadership roles enhance the integration of engineering and construction management for a unified approach to the project.

**Field Engineers: Garrett Larson, PE and Brennan Nelson, EIT** specialize in structural engineering and on-site construction services to ensure smooth progress and compliance with all plans and specifications.

**Nordic Group's Construction Team** supports field operations with experienced construction management and field services, complementing AMI's engineering oversight for seamless project delivery.

**Support Staff**—including CAD specialists, environmental consultants, and administrative personnel—will provide technical support and manage project documentation to ensure compliance and efficiency.

AMI offers a well-rounded, experienced approach to CEI services, guaranteeing the successful completion of Warehouse #10 and meeting the strategic goals for the Port of Pensacola.



## CRAIG JOUPPI PE, SE

### PRINCIPAL-IN-CHARGE AND QA/QC

As a founding partner of AMI and Vice President of Nordic Group, Mr. Jouppi brings over 27 years of experience in the detailed analysis and design of critical structures, including commercial and industrial buildings, bridges, and heavy marine structures. His expertise in using state-of-the-art analysis software for structural assessment ensures that AMI delivers projects with a high degree of accuracy and efficiency, whether in seismic or non-seismic zones.

In his role as Principal-in-Charge, Craig will oversee quality assurance and compliance, ensuring that the project meets all technical standards and specifications. His dual leadership roles at both AMI and Nordic Group provide a unique benefit to the City of Pensacola, as he can seamlessly integrate the resources and expertise of both organizations. This collaboration enhances the project's efficiency, with streamlined communication and a unified approach to quality control, construction oversight, and problem-solving. His commitment to maintaining high standards ensures that all deliverables will meet the City's expectations for the High-Performance Maritime Center of Excellence.

#### RECENT RELEVANT EXPERIENCE

##### **Pier B Resort – Duluth, MN, 5 years**

Principal-in-Charge and QA/QC Lead overseeing the \$84.5M brownfield redevelopment of an 84,500-square-foot waterfront site. As Principal, Mr. Jouppi provided leadership throughout the project, ensuring technical standards and quality control requirements were met. His responsibilities included review and approval of project specifications, oversight of construction phase services, and management of QA/QC processes. Led efforts in inspections, submittal reviews, RFI responses, and coordination with regulatory agencies to maintain compliance. Conducted quality assurance visits and monitored construction activities to ensure adherence to project goals, safety standards, and environmental regulations.

##### **Lake Superior College Library & TLC Renovation – Duluth, MN, 1 year**

Principal-in-Charge and QA/QC Lead for the \$5.6M renovation of a 15,400-square-foot library and learning center. Provided oversight of construction phase services, including interior demolition, mechanical and electrical upgrades, and installation of new finishes. Led QA/QC efforts, ensuring compliance with project specifications and safety standards through regular inspections, submittal reviews, and RFI management. Coordinated with contractors to maintain project schedule and budget while addressing quality control and construction issues.

##### **Bayview Apartments Renovation – Superior, WI, 1 year**

Principal-in-Charge and QA/QC Lead for the renovation of a 28-unit residential complex, including one 4-plex and four 6-plex buildings. Oversaw \$8M comprehensive renovation that involved full-scale interior demolition, reconfiguration of unit layouts, and utility upgrades. Led quality assurance efforts, conducting site visits, inspections, and construction oversight to ensure all work met modern housing standards and project specifications. Managed submittal reviews, RFI responses, and coordination with the project team to resolve issues and maintain progress.



# 27+

YEARS OF EXPERIENCE

#### EDUCATION



##### **Bachelor of Science**

Civil Engineering  
North Dakota State University

#### CERTIFICATIONS



##### **Registered Professional Engineer**

(SE) – Illinois; (PE) – Minnesota, Wisconsin, Michigan, Florida, Virginia, Alabama, New Jersey, South Dakota, North Dakota, Texas, Mississippi, Kansas, Iowa, North Carolina, Arkansas, Georgia, South Carolina, Massachusetts, Nebraska, Pennsylvania, Kentucky, Oklahoma, Maryland, Missouri, Tennessee

*Craig will ensure that all quality assurance and compliance aspects of the project are met. As PIC, he will provide oversight for project performance, guiding the team in adhering to best practices, technical standards, and project specifications.*

## DAVID KREUSER PE

### PROJECT MANAGER/SENIOR STRUCTURAL ENGINEER



# 28+

YEARS OF EXPERIENCE

David is a highly experienced structural engineer with over 28 years of expertise. He has designed projects across all 50 states, including complex industrial, commercial, and residential structures. David is proficient in steel, concrete, masonry, wood, and light gauge steel design, and well-versed in major building codes such as IBC and Florida Building Code. He is skilled in using engineering software like RISA 3D and AutoCAD, with extensive experience in structural design for manufacturing, utility, and military projects. David is licensed in Florida and Wisconsin. As the Project Manager, he will oversee all aspects of the construction engineering and inspection (CEI) process, ensuring that the project adheres to scope, schedule, and budget requirements. David has managed numerous large-scale projects and specializes in coordinating multidisciplinary teams to deliver high-quality results.

#### RECENT RELEVANT EXPERIENCE

##### **Advanced Technology Building, Panama City, Florida\***

This was a \$30M educational facility on the campus of Gulf Coast State College. David designed the masonry, reviewed the structure for stability, and designed the unusual roof structures. David trained the engineers in the new AISC (steel) stability requirements. David supervised the construction inspection and completed much of the on-site work. The structure included steel, concrete, masonry, and light gauge elements. The foundation consisted of concrete piles and pile caps and a post-tensioned concrete slab.

##### **Grand River Dam - Baghouses, Oklahoma City, Oklahoma\***

This \$27M project involved converting an electrostatic precipitator into multiple baghouses for pollution control. David directed the drafters, designed the baghouse structures, the internal bracing, the ductwork, and the reinforcing of the existing support steel.

##### **Ameren Power Plant, Labadie, Missouri\***

David led a design team to design large ducts (18'x21'), duct supports, and reinforcing of the existing steel. This involved extensive field inspection of the existing framing and connections, and designs for reinforcing the existing and new connections. David created four very large 3-dimensional analysis models for the ducts and the support steel. This was part of a \$35M design and fabrication contract.

##### **Ascend Performance Materials, Pensacola, Florida\***

David performed building assessments for five-story, six-story, and eight-story structures at a chemical plant. He designed reinforcing and repairs to accommodate larger loading in the five-story building. David reviewed and evaluated the reinforcing design of other engineers for the six-story and eight-story buildings.

*\*Project completed before working with AMU Consulting Engineers*

#### EDUCATION



##### **Master of Science**

Civil Engineering  
University of Wisconsin - Milwaukee

##### **Bachelor of Science**

Civil Engineering  
University of Wisconsin - Milwaukee

#### CERTIFICATIONS



##### **Registered Professional Engineer**

(PE) – Alabama, Florida, and Wisconsin

- AISC Member
- ASCE Member

*David's role will be to coordinate both AMI and Nordic Group resources, overseeing the CEI process to ensure that all project objectives are met.*



## GARRETT LARSON PE

### FIELD ENGINEER



# 7+

YEARS OF EXPERIENCE

Garrett is a structural engineer with over six years of construction engineering and inspection service experience. His career began at special inspection firm where he performed material testing and quality control for a wide variety of projects. During his time at AMI, he has played a pivotal role in ensuring that complex construction projects are completed on time and within budget, while adhering to rigorous quality and safety standards. His expertise extends to construction oversight, where he has supervised site inspections, coordinated with contractors, and ensured compliance with design specifications, codes, and environmental regulations. He has overseen construction of large-scale industrial projects, including a multi-year, \$30 million capital improvement project in California. He has been involved with taconite production maintenance and rehabilitation projects at various plants in Northern Minnesota. Mr. Larson excels in projects that require teamwork and multi-discipline coordination. Whether managing quality control, scheduling, or safety compliance, Garrett consistently delivers successful project outcomes, particularly in challenging industrial environments. Garrett also enjoys working in the field, especially on projects that he has been performed structural design work on and been involved from start to finish.

#### RECENT RELEVANT EXPERIENCE

##### **Raw Sugar Unloading Upgrade – California, 4 years**

Project manager overseeing design, procurement, and construction phases of \$30M upgrade. AMI was contracted as owner's representative in addition to EOR. Led the development of project specifications, scope of work write-up's, bidding efforts, quality assurance, and fabrication/ construction oversight. Mr. Larson has served in a construction administration roll during the past 2 years of construction. Tasks included budget and schedule monitoring, regular construction meetings, RFI management, submittal management, pay app review, intermediate quality assurance and construction oversight site visits.

##### **Agricultural River Dock Expansion Project – Illinois, 2 Years**

Project manager overseeing design, permitting, procurement, and construction phases of a \$3M dock expansion. AMI was contracted to perform engineering and construction services. Garrett coordinated with the Owner and Contractor on a regular basis to ensure the project stayed within budget and on schedule. He was responsible for managing the RFI and submittal log, attended regular construction meetings, site visits to ensure the construction met the design specifications.

##### **Booster Pump Station – Minnesota, 2 years**

Project manager overseeing design, procurement, and construction phases of a \$10M slurry pumping discharge expansion. AMI was contracted to perform engineering and construction services. Garrett coordinated with the Owner and Contractor on a regular basis to ensure the project stayed within budget and on schedule. He was responsible for managing the RFI and submittal log, attended regular construction meetings, site visits to ensure the construction met the design specifications.

#### EDUCATION



##### **Master of Science**

Civil Engineering  
Engineering, University of Minnesota  
– Duluth

##### **Bachelor of Science**

Civil Engineering  
Engineering, University of Minnesota  
– Duluth

#### CERTIFICATIONS AND ADDITIONAL TRAINING



##### **Registered Professional Engineer**

(PE) – Minnesota

- MSHA
- 3D Scanning & Modeling Software
- PSMJ AEC Project Management
- CAD Software
- TWIC
- Aerial lift certified
- Construction material testing

*Garrett will handle daily field inspections and work closely with both AMI and Nordic Group personnel to manage construction activities. His role will be crucial in addressing field issues and coordinating between the two firms to maintain project momentum.*

## BRENNAN NELSON EIT

### FIELD ENGINEER



# 5+

YEARS OF EXPERIENCE

Brennan has over five years of experience providing structural engineering and construction support to a variety of industrial clients. He has been involved in multiple capital improvement and maintenance projects in northern Minnesota and abroad, taking them from concept to development and supporting them through construction. He has served in a project management role for over 2 years on several multiphase and outage critical projects. Brennan navigates his projects with a client first approach, and tailor's solutions and deliverables to their specific time, space, and production needs. He enjoys managing outage critical work and has experience utilizing 3D scanning and modeling to help make these timelines and goals possible.

### RECENT RELEVANT EXPERIENCE

#### **Crusher Fines Bypass – Minnesota, 1.5 Years**

Project managed and led the structural design for a mining client which involved a major process modification including the reframing of an existing crusher building to improve efficiency and reduce down time. 3D scanning was utilized to help coordinate the removal of existing utilities and reduce interferences with crusher operations. Brennan led the design and development of all construction drawings, specifications, structural and mechanical fabrication drawings, and provided construction support from fabrication through installation.

#### **Raw Sugar Unloading Upgrade – California, 4 Years**

Provided the seismic design specification of all concrete elements for a \$30M process upgrade. AMI was contracted as the owner's representative in addition to EOR. Provided support on project specifications, bidding efforts, quality assurance, and fabrication/construction oversight. Performed construction admin services over an 18-month period that included regular engineering observations, RFI support, punch-lists, and the commissioning and performance testing of the system.

#### **Slurry Distributor Platform – Minnesota, 12 Months**

Tasked with changing out a critical process at a Taconite facility in northern Minnesota, Brennan supported the coordination of a fly-in platform that required high coordination with the contractor and owner. He utilized 3D scanning and modeling tools to simulate the assembly of the platform and attached equipment and to animate the platform passing through the existing building and around equipment. This innovative use of 3D scanning, modeling, and animation software reduced the line outage from a projected 45 days to under a week, saving the client hundreds of thousands of dollars. This is an outstanding example of the creativity in design that AMI strives.

#### **Sheet Pile and Structural Stabilization – Minnesota, 6 Months**

A long standing and critical structure for a client was progressively sagging and failing its local sheet pile and foundational supports. Brennan performed the design of a horizontal, 80 foot long, multi-layered truss supported by H-piles to shore and stabilize the failing sheet pile walls and buy the client additional structure life. The shoring was designed to support the entire weight of the soil being retained by the sheet pile and the truss was detailed to accommodate a very generous fit up for the contractor.

### EDUCATION



#### **Bachelor of Science**

Civil Engineering  
Engineering, University of Minnesota  
– Duluth

### CERTIFICATIONS AND ADDITIONAL TRAINING



#### **FUNDAMENTALS OF ENGINEERING, EIT – MN**

- TWIC
- MSHA
- Construction Testing

*Brennan will support the inspection and documentation process, focusing on structural and civil elements. Brennan's attention to detail will be key in monitoring contractor work and ensuring compliance with construction plans and safety standards.*

# KNOWLEDGE OF SITE

Although we are new to this specific port, our extensive experience with port infrastructure, secure-restricted areas, and maritime facilities nationwide equips us to address the complexities of this project.

The Port of Pensacola is a dynamic environment with diverse activities, including cargo operations, marine transportation, and industrial tenants. The site of Warehouse #10 is centrally located within the port, near Warehouse #9 and other operational areas, requiring careful coordination to minimize disruptions. We are well-versed in managing secure-restricted environments and ensuring compliance with the requirements of the Maritime Transportation Security Act (MTSA), including TWIC credentialing for personnel.

## EXPERTISE IN MARINE ENGINEERING AND COMPLEX PROJECT MANAGEMENT

When it comes to marine engineering, AMI has a wealth of experience that sets us apart. Our portfolio spans the design, inspection, and rehabilitation of piers, seawalls, docks, jetties, and bulkheads across the Gulf Coast, Great Lakes, and Eastern Seaboard. Our expertise includes addressing erosion control, sediment management, wave energy dissipation, underwater inspections, structural reinforcement, dredging operations, and the integration of coastal and upland infrastructure.

We specialize in projects that require extensive regulatory navigation, including coordination with agencies such as the U.S. Army Corps of Engineers (USACE), the Environmental Protection Agency (EPA), and state environmental agencies. Our capabilities extend to working on grant-funded projects like those associated with the Florida Job Growth Grant Fund and Triumph Gulf Coast Fund, where we ensure compliance with stringent documentation and reporting requirements.

## PROJECT EXPERIENCE IN THE FLORIDA PANHANDLE

In addition to our work at Russell Harbor Landing, David Kresuser brings significant local experience, having worked on a large threshold project in Panama City, which involved rigorous regulatory oversight and complex construction requirements. This experience, combined with our ongoing projects, demonstrates our ability to handle the complexities of high-profile maritime projects in the Florida Panhandle.

## ADDRESSING ENVIRONMENTAL CONSIDERATIONS AT WAREHOUSE #10

The rehabilitation and buildout of Warehouse #10 present unique challenges, including environmental considerations and addressing the existing conditions of a 56,000 sq. ft. partially completed structure. The phased approach requires a precise understanding of the site's civil, utility, mechanical, electrical, and structural components, and AMI is fully prepared to manage these complexities. We will work closely with stakeholders, including American Magic, the City of Pensacola, and other partners, to ensure that the project aligns with the broader development goals of the port.



© Port of Pensacola

*To further strengthen our local expertise, we are open to teaming with a local firm if there is value in doing so. Partnering with a local firm could enhance our ability to navigate regional requirements and provide even more tailored services for the High-Performance Maritime Center of Excellence project.*

# UNDERSTANDING OF ROLES IN CEI

## **EXPERTISE IN CONSTRUCTION MANAGEMENT, ENGINEERING, AND INSPECTION**

AMI has extensive experience in construction management, engineering, and inspection services, making us uniquely qualified to support the City of Pensacola on the High-Performance Maritime Center of Excellence project. Our strength starts at the top, with an ownership team that includes both engineers and general contractors. This dual expertise gives us a deep understanding of both the why and how of construction projects, enabling us to anticipate and resolve issues before they affect the schedule or budget.

## **PROVEN EXPERIENCE WITH MUNICIPAL CLIENTS**

AMI has a long history of working with municipalities as consultants for engineering and construction management services. We are currently providing full-time construction support for a major project with the City of Duluth, a trusted partner that has repeatedly turned to AMI for its construction and engineering needs. Our experience extends well beyond Duluth, as we have navigated the unique requirements of municipal clients nationwide, including communicating with stakeholders on grant-funded projects, attending board meetings, and collaborating with customs and border patrol at ports of entry. Our meticulous record-keeping and detailed documentation practices have helped clients successfully manage large-scale projects and, when necessary, defend against or pursue claims during contract execution.

## **COMPREHENSIVE APPROACH TO CONSTRUCTION MANAGEMENT**

Our approach to construction management, engineering, and inspection is built on a well-established framework that includes document control, record keeping, sound inspection and testing practices, and clear communication with clients and contractors.

## **DAILY INSPECTIONS AND DOCUMENTATION**

We conduct daily construction inspections to review on-site materials and verify that the work is being carried out according to plans and specifications. Each inspection is documented in a daily report that includes details about contractors and equipment on-site, work performed, significant events, any accidents or deficiencies, and general weather conditions.

## **REGULAR MEETINGS AND PROGRESS REPORTING**

We anticipate regular meetings, including weekly construction meetings, and will maintain all meeting minutes along with weekly progress reports. In addition to daily inspections, we ensure that all reporting and documentation meet the requirements of the Florida Job Growth Grant Fund and Triumph Gulf Coast Fund.

## **QUALITY ASSURANCE AND COMPLIANCE**

AMI will perform quality assurance for all work, including special inspections and testing, verifying that both testing and frequency align with the construction drawings and specifications. All inspection reports, material certifications, and other documents will be thoroughly recorded and managed. We will also review progress payments ("Pay apps") and payrolls for compliance with the contract.

## **SUPPORT FOR CLAIMS AND CONTRACT DEFENSE**

With our experience, we are prepared to assist the City of Pensacola with documentation and support in defending or addressing claims related to the project, ensuring the best outcomes throughout the construction process.



Consulting Engineers P.A.

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November 20, 2024

Erica Grancagnolo  
Economic Development Director  
City of Pensacola  
222 West Main Street  
Pensacola, Florida 32502

**Re: Port of Pensacola Maritime Center - CEI Cost Proposal Rev 1**

AMI Project # 241200

Ms. Grancagnolo:

In reference to the above subject, and in accordance with your request, AMI Consulting Engineers, PA (AMI) is pleased to present this proposal to provide Construction Engineering and Inspection services (CEI) for the High-Performance Maritime Center of Excellence Project at the Port of Pensacola.

**Background & Approach**

The City of Pensacola is advancing the development of a High-Performance Maritime Center of Excellence at the Port of Pensacola, focusing on the rehabilitation and buildout of Warehouse #10, a 56,000 sq. ft. facility in the heart of the port. The project is limited to work on Warehouse #10, with only minor modifications to the shared wall with Warehouse #9. The scope includes structural repairs and a full buildout of the facility, creating work centers, offices, manufacturing areas, restrooms, a kitchen, simulator/IT rooms, and a mezzanine for non-manufacturing functions.

AMI's scope of work involves providing technical and management expertise to support the City in overseeing the successful execution of the project. This includes maintaining schedule accountability, managing budgets, ensuring quality standards, and minimizing operational disruptions. We will ensure compliance with all applicable regulations, funding requirements, and contractual obligations, including the submission of necessary documentation and reports.

Our role also includes monitoring construction activities, addressing discrepancies with the construction documents, overseeing contractor performance, and maintaining accurate project records. Through regular reporting, active communication with stakeholders, and participation in key project meetings and inspections, we will provide the necessary guidance to support the City in achieving its project goals efficiently and effectively.

**Scope of Services**

AMI intends to provide the services outlined in the following bid documents listed below:

1. rfq-24055-CEI\_HPMCE
2. rfq-24055-CEI\_HPMCE\_A1
3. 60% drawings and specifications
4. City responses to bid clarification questions received 11/15/24.



## Project Schedule

AMI is ready and able to perform the services outlined above immediately.

## Assumptions

1. The specific tasks to be included in the final scope of work will be selected through discussions with City personnel from a broader list of tasks provided in Appendix A. This selection process will ensure the services provided remain within the available budget.
2. We have an allowance of 4/hours per day for 9 months for part-time on-site construction observation with all work occurring on normal business days.
3. Site observation will begin January 2<sup>nd</sup>, 2025.
4. Bi-weekly construction meetings will be led by CMAR.
5. There will not be substantial changes from the 60% drawings to the final drawings.
6. The Cities regulatory officers will tell us what reports and documents are required to ensure adherence to all grant requirements.

## Exclusions

1. Threshold inspections
2. Cost for a construction management software subscription
3. Work associated with Warehouse #9 will be limited to the wall shared between Warehouse #9 and Warehouse #10
4. Job trailer rental, hook-up, utilities, and associated expenses
5. Man lift rental
6. Control over means, methods, techniques, sequences and procedures employed by the CMAR and other contractors in the performance of the Work is excluded.
7. Detailed engineering analysis
8. Preparation of legal documents in the defense of the City in preparation for claims and possible claims resulting from the execution of the contract. These services can be provided on a time and materials basis if deemed necessary.

## Proposed Fees

AMI proposes to perform the services described above based on a Time & Material Not to Exceed basis for a cost of **Three Hundred Twenty-four Thousand Five Hundred Eighty Dollars (\$324,580).**

We appreciate the opportunity to be of service to you and look forward to working on this project. If you have any questions or comments regarding this proposal or find any information listed above to unaligned with your expectations, please do not hesitate to contact me at (850) 261-7116 or David.Kreuser@amiengineers.com.

Respectfully Submitted,

*David H. Kreuser*

David H. Kreuser, PE  
Sr. Structural Engineer | Project Manager

Reviewed By:



Craig Jouppe, PE, SE  
Principal

Enclosed:

1. AMI Fee Schedule
2. Appendix A – CEI Task List



## FEE SCHEDULE - CONFIDENTIAL

The hourly rates of compensation for professional services are as indicated below.

| STAFF CLASSIFICATION                 | HOURLY RATE |
|--------------------------------------|-------------|
| Principal Engineer                   | \$310       |
| Engineer III                         | \$180-\$260 |
| Engineer II                          | \$140-\$180 |
| Engineer I                           | \$105-\$140 |
| Coastal Engineer III                 | \$250       |
| Coastal Engineer II                  | \$190       |
| Coastal Engineer I                   | \$140       |
| Marine Coatings/Corrosion Specialist | \$160       |
| Staff Professional III               | \$110-\$140 |
| Staff Professional II                | \$90-\$110  |
| Staff Professional I                 | \$80-\$90   |
| Technician III                       | \$120-\$150 |
| Technician II                        | \$95-\$120  |
| Technician I                         | \$70-\$95   |
| Land Surveyor                        | \$150       |
| Marine Surveyor                      | \$160       |
| Three-Man Dive Team                  | \$650       |
| ROV Pilot                            | \$170       |
| Vehicle                              | \$75/day    |
| Technology Fee                       | \$250/month |

***Note:***

- Engineer classifications include department managers, project managers, licensed engineers, engineers in training, and graduate engineers.
- Staff Professional classification includes geologist, scientist, water resource professional, soil scientist and environmental consulting professionals, and permitting specialists.
- Technician classification includes CADD and GIS operators, certified bridge inspectors, interns, and clerical staff.
- All classifications are for labor only.
- Overtime for personnel will be charged at 125% the above rates and Sundays and Holidays will be charged at 150% the above rates.
- Expenses connected with the work such as travel, vehicle rental, subsistence, lodging, etc., will be charged at cost.
- Outside consultants and materials will be charged at cost plus ten percent.

## Appendix #1: CEI Task List

1. AMI will review and become familiar with the following documents and information:
  - a. 60% Drawing Package and Specifications
  - b. 90% Drawing Package and Specifications
  - c. All contract documents including, but not limited to, bid documents, addendums, revisions, RFI's, ASI's, executed change orders, open change order requests, etc. for Greenhut (CMAR).
  - d. CMAR performance and payment bonds
  - e. Davis Bacon Act requirements
  - f. Project grant reporting requirements
  - g. Project budget
  - h. Greenhut 60% cost estimates
  - i. Greenhut 90% cost estimate
  - j. Greenhut final contract value
  - k. Construction schedule & material/equipment lead times
  - l. Construction management plan (reference Greenhut contract section 2.2)
  - m. Quality management plan (if available)
  - n. Change management plan (if available)
  - o. Site safety procedures and guidelines
  - p. Submittal log
  - q. Current and past pay applications
  - r. Current and past certified payroll reports
  - s. Workflow for City's approval process (if available)
  - t. City's deliverable format requirements (if available)
  - u. Roles and responsibilities of the City employee representatives
  - v. Roles and responsibilities of the Department
  - w. Project management software – Autodesk ACC
  - x. Operational needs of adjacent Port facilities outside the construction zone.
  - y. Material testing and special inspection requirements
  - z. Project permitting status and requirements
  - aa. Geotechnical report
2. Construction observation and documentation
  - a. Attend daily tailgate meetings with CMAR
  - b. Oversee construction activities to assure general conformance to Plans and Specifications for all site work, architectural, structural, electrical, mechanical and specialty items.
  - c. Prepare and maintain daily construction logs containing at a minimum the following:
    - i. A record of the contractor's labor and equipment on the project
    - ii. Location and work performed by each contractor or subcontractor
    - iii. Events of note on the project
    - iv. Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
    - v. Weather and any impacts to project.
  - d. Record and distribute bi-weekly construction meeting minutes
  - e. Monitor construction schedule
  - f. Monitor RFI's
  - g. Maintain current drawing log

- h. Maintain shipping and receiving log
  - i. Maintain delay and nonconformance log
  - j. Maintain submittal log
  - k. Maintain change order log
  - l. Maintain daily safety log
  - m. Maintain subcontractor list
  - n. Inspect erosion control for conformance to plans as well as effectiveness in the field
  - o. Ensure that all reporting and other documentation required for the Florida Job Growth Grant Fund and the Triumph Gulf Coast fund are properly completed and submitted.
  - p. Document differing and unforeseen site conditions.
  - q. Document and report significant construction discrepancies to City Staff
  - r. Confirm that the threshold inspection is being completed in accordance with state and local regulations.
  - s. Review the Contractor's payrolls for conformance to state wage rates as defined in the contract.
  - t. Conduct employee payroll interviews
  - u. Coordinate and assist 3<sup>rd</sup> party payroll auditors when required
  - v. Review and sign off on all monthly progress payments (pay apps) submitted by the contractor against the contract for CMAR services.
  - w. File a copy of all correspondence between the Consultant, Contractor, subcontractors, or others concerning matters related to the project.
  - x. Prepare for and attend in depth on-site inspections related to the project work, progress, and records.
- 3. Provide special inspection and material testing required by the plans and specifications.
    - a. Review special inspections and testing reports
    - b. Maintain testing report log
  - 4. Project Closeout
    - a. Oversee project closeout to ensure full compliance with CMAR obligations and construction document requirements.
    - b. Attend close-out meeting.
    - c. Submit an electronic compilation of project records to the City after project completion.
    - d. Prepare certificate of compliance on behalf of the City.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 24-1154

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

HOMEBUYER ASSISTANCE PROGRAM AGREEMENT WITH NORTHWEST FLORIDA  
COMMUNITY LAND TRUST, LLC

**RECOMMENDATION:**

That City Council approve the Homebuyer Assistance Program Agreement with Northwest Florida Community Land Trust, LLC providing for homebuyer assistance funding for low and moderate income homebuyers. Further, that City Council authorize the Mayor to take the 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:**

During American Rescue Plan Act (ARPA) workshops in 2021, City Council dedicated funding for housing assistance in order to respond to the negative economic impacts of COVID-19. During 2024, City Council discussed the ongoing need for long term affordability options for low and moderate income citizens and donated surplus city parcels to the Northwest Florida Community Land Trust (NFCLT). Donation and operation of housing by a community land trust will ensure long term affordability by providing for permanent land trust ownership of the land. The property sale will transfer title of the improvements to the income eligible buyer with the land trust retaining ownership of the land, with lease of the land under a 99-year ground lease. Resale provisions in the ground lease ensure the properties remain affordable in perpetuity.

Provision of ARPA funding will further help reduce the final sales prices to buyers. The Agreement calls for NFCLT to develop a minimum of fifteen units of affordable housing on city donated properties, to include infill lots at 113 N. Spring Street, 1491 North E Street, and 2300 W. Jackson Street as well as 925 E. Jackson Street. Purchase assistance of up to \$30,000 will be provided to income eligible homebuyers at or below 120% of area median income (AMI). A minimum of nine units must be targeted to buyers at or below 80% AMI. Funding will be provided as a twenty year 0% interest deferred payment second mortgage on the property. The second mortgage may be assumed by subsequent income eligible buyers during the loan term with approval by the City and NFCLT.

**PRIOR ACTION:**

June 30, 2021 - City Council ARPA Workshop, to include Affordable Housing Programs and Services

May 23, 2024 - City Council approved disposition of 925 E. Jackson Street through direct negotiation with Northwest Florida Community Land Trust

June 10, 2024 - CRA Board approved land donation agreement with Community Land Trust for Affordable Housing Infill

June 13, 2024 - City Council approved land donation agreement with Community Land Trust for Affordable Housing Infill

**FUNDING:**

Budget: \$442,704

Actual: \$442,704

**FINANCIAL IMPACT:**

Funds are available from ARPA Housing Assistance Funds

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

11/23/2024

**STAFF CONTACT:**

Tim Kinsella, City Administrator

David Forte, Deputy City Administrator

Meredith Reeves, Housing Administrator

**ATTACHMENTS:**

1. SLFRF CLT Homebuyer Assistance Program Agreement

**PRESENTATION: No**

## HOMEBUYER ASSISTANCE PROGRAM AGREEMENT

**THIS AGREEMENT** is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **CITY OF PENSACOLA**, a political subdivision of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 W. Main Street, Pensacola, Florida 32502, and the **NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC.** (FID #47-1093103), a limited liability company organized under the laws of the State of Florida (hereinafter referred to as the "Agency"), with a principal address of 300 W. Leonard Street, Pensacola, Florida 32501.

### W I T N E S S E T H

**WHEREAS**, the City has been awarded Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act (ARPA) (hereinafter referred to the "Program") to respond to the COVID-19 public health emergency or its negative economic impacts (ARPA CFDA #21.027); and

**WHEREAS**, said Program indicates that development and operation of affordable housing programs to increase long term housing security is an eligible use of funds; and,

**WHEREAS**, the City has identified the use of publicly owned properties for affordable housing development and the need for ongoing long-term affordability for low and moderate income citizens; and,

**WHEREAS**, it is in the best interest of the City to enter into an agreement with the Agency for the purpose of providing homebuyer assistance to low and moderate income citizens for properties to be developed by the agency, hereinafter referred to as the "Project," in accordance with governing regulations and requirements stipulated herein.

**NOW, THEREFORE**, in consideration of the mutual premises and covenants, the parties agree as follows:

### ARTICLE I

#### Supervision

1. The Agency agrees to perform the Project under the general coordination of the City of Pensacola Housing Department. For contract coordination purposes the designated contract manager is Meredith Reeves, Housing Administrator, P.O. Box 12910, Pensacola, Florida 32502, (850) 858-0311, or [mreeves@cityofpensacola.com](mailto:mreeves@cityofpensacola.com).

### ARTICLE II

#### Scope of Services

2. The Agency agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 The Agency shall directly provide all services required to develop properties, located within the City of Pensacola limits, to produce newly constructed or existing renovated homes for families meeting the income stipulations cited in **EXHIBIT I**.



### **ARTICLE III**

#### **Funding**

3. The City agrees to pay an amount not to exceed **\$442,704** from available SLFRF funds to be used for down payment/closing cost/principal mortgage assistance for income eligible clients in the City of Pensacola in order to reduce the sales price to homebuyers and development or predevelopment costs of said housing to be preserved for long term affordability.

3.1 The City shall pay this amount over the term of the Agreement to the Agency for services rendered herein.

3.2 The method of payment shall be according to the Payment Procedures as described in **EXHIBIT I** of this Agreement.

### **ARTICLE IV**

#### **Reporting**

4. The Agency shall provide copies of the Project Quarterly Report to the City, including a narrative summary of progress, detailed client characteristics, and financial statement described in **EXHIBIT II** of this Agreement.

4.1 The report shall be due Quarterly and shall continue until all information concerning the Project has been received by the City or its designated agent. The report is due on the 10<sup>th</sup> day following the end of each quarter, unless an alternative schedule is agreed upon by the parties.

4.2 An annual report shall cover the City's fiscal year and will provide data of clients served October 1 through September 30. Annual reports shall be due October 31 annually.

4.3 The Agency shall provide the City with additional information as may be required by federal agencies to substantiate Project activities, client eligibility, and/or Project expenditure eligibility.

### **ARTICLE V**

#### **Indemnification**

5. The Agency shall act as an independent contractor, and not as an employee of the City or its designated Agent, in operating the aforementioned service. The Agency shall hold harmless the City, 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 the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Agency'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.

## **ARTICLE VI**

### Contract Term and Termination

6. This Agreement shall be effective for the term beginning **October 1, 2024**, and shall expire on **September 30, 2026**, unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice of such termination.

6.1 Notwithstanding anything herein to the contrary, if the Agency should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the City, the City may immediately terminate this Agreement and shall reimburse payments that were expended through the effective date of termination. Said termination shall be in accordance with provisions of 2 C.F.R. §§ 200.339-340, as applicable

6.2 If the Agency should fail to perform their duties and responsibilities as defined herein, or should Project funds cease to be available to the City, the City may, without any legal or financial liability, or recourse to the Agency terminate this Agreement by providing written notice to the Agency fifteen (15) days in advance of the effective date of such termination. In the event of termination for lack of funds, the City shall only be obligated to pay those costs incurred for Eligible Project Expenses prior to the date of issuance of said termination notification to the Agency and such payments shall be made only to the extent that SLFRF funds are made available to the City for such purposes. Alternatively, in the event of termination for Agency's failure to perform, the City shall afford the Agency an opportunity to initiate actions to rectify the deficiency during the fifteen (15) day notification period. During this period, the City shall suspend any and all Grant payments pending successful resolution of the deficiency by the Agency. Failing actions by the Agency to rectify the deficiencies within the fifteen (15) day period, the City shall thereupon immediately initiate action, including foreclosure actions, in accordance with provisions of the mortgage and note to recover any previously expended funds from the Agency.

## **ARTICLE VII**

### Accountability

7. The Agency agrees to maintain personnel, financial, individual client and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement.

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation, in which case they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the City, the U.S. Treasury, any other relevant federal or state agency, or their representatives, or the Agency shall transfer these records and accounts to the custody of the City.

## **ARTICLE VIII**

### Nepotism

8. The Agency agrees to abide by the provisions of §112.3135, Florida Statutes, pertaining to nepotism in the performance of this Agreement, which statute is hereby referred to and incorporated by reference herein.

## **ARTICLE IX**

### **Civil Rights and Anti-Discrimination**

9. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. To receive any federal funds the Agency agrees to abide by these requirements and shall ensure their programs do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR art 23.

The Agency accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

Agency will not discriminate against any employee or client utilizing this program because of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, 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 Agency agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

## **ARTICLE X**

### **Program Income**

10. No program income is anticipated to result from activities encompassed under this Project. However, in the event that generation of program income should occur during the effective term of the agreement, all program income shall be returned to the City for reuse in furthering eligible activities or for further disposition as permitted under this Agreement. Any Program Income derived from repayments associated with the SLFRF second mortgages approved by the City for SLFRF eligible homebuyers shall be governed by the affordability provisions of the individual SLFRF mortgages and notes and shall not be the responsibility of the Agency.

## **ARTICLE XI**

### **Uniform Administrative Requirements**

11. The Agency shall comply with applicable provisions of 2 CFR 200.332 and all

aspects of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. The Agency shall not use, directly or indirectly, or permit others to use, directly or indirectly, funds supplied under this agreement for any purpose that would violate any requirements of the SLFRF or City ordinances, policies or practices.

## **ARTICLE XII**

### **Procurement**

12. The Agency shall be required to adhere to the procurement standards provided at 2 C.F.R. Part 200, as applicable, or the Agency's written procurement standards provided that such standards conform to Federal Law and the provisions of 2 C.F.R. Part 200. This shall apply to the purchase of materials, supplies, and equipment. Any purchase or aggregate purchase of \$3,000 - \$149,999 (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 than \$3,000 must comply with micro purchase procedures used for procurement.

## **ARTICLE XIII**

### **Audit Inspections**

13. The Agency shall have an adequate financial system and internal fiscal controls in accordance with Federal requirements. Agency 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 this Agreement. Any funds expended in violation of the Agreement shall be refunded in full to the City from non-federal resources, or if this Agreement is still in force, shall be withheld by the City from any subsequent requests for payment.

13.1 Further, the Agency agrees to the following terms:

- i) To consent to such audits by the U.S. Department of the Treasury, and the City designated independent auditing firm(s) as may be required in relation to this Agreement.
- ii) To produce all documents required upon request by the City, the U.S. Department of the Treasury, or their authorized representatives; and
- iii) To provide the City the Agency's most recent independent audit, including the management letter and agency response, and to subsequently secure an annual audit by an independent Certified Public Accountant and provide a copy of said audit and all management responses thereto to the City within one hundred twenty (120) days of the end of the Agency's corporate accounting year. Said audit shall comply with provisions of 2 C.F.R. Part 200, as applicable.

13.2 Non federal entities that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct or indirect, are required to have a single or a program specific audit conducted in accordance with 2 C.F.R. 200, Subpart F.

**ARTICLE XIV**  
**Understanding of Terms**

14. This Agreement represents the entire and integrated agreement between the City and the Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Agency and City or in accordance with the provisions contained in this document.

14.1 This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under 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 courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

14.2 The Agency affirmatively acknowledges that the sources of funds for this program are federal dollars. The Agency acknowledges that they will follow all relevant federal, state and local requirements for the use of these funds. Further the Agency acknowledges that once these funds are exhausted there is no obligation on the part of the City of Pensacola to provide any additional funds and that the Agency will in its sole discretion continue or discontinue the program.

14.3 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

14.4 The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

14.5 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties identified in this Agreement.

14.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**ARTICLE XV**  
**Use of E-Verify System**

15. In compliance with the provisions of §448.095, Florida Statutes, 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.

**ARTICLE XVI**  
**Public Records**

16. Agency shall comply with Chapter 119, Florida Statutes. Specifically, Agency shall:

(i.) Keep and maintain public records required by the City to perform the service.

(ii.) 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.

(iii.) 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 Agency does not transfer the records to the City.

(iv.) Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Agency or keep and maintain public records required by the City to perform the service. If Agency transfers all public records to City upon completion of the Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keeps and maintains public records upon completion of the Agreement, Agency 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.

(v.) Failure by Agency to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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.**

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



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

**NORTHWEST FLORIDA COMMUNITY  
LAND TRUST, LLC**  
a Florida non-profit corporation

**CITY OF PENSACOLA**

By: \_\_\_\_\_  
Print Name:  
Title:

By: \_\_\_\_\_  
D.C. Reeves, Mayor

Attest: \_\_\_\_\_  
City Clerk, Ericka L. Burnett

Approved as to Substance:

Attest: \_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Department Administrator

Legal in form and execution:

(CORPORATE SEAL)

\_\_\_\_\_  
City Attorney

## EXHIBIT I

### SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF SLFRF HOMEBUYER ASSISTANCE PROJECT

**AGENCY NAME: NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC**

#### I. SCOPE OF SERVICES

- A. Northwest Florida Community Land Trust shall provide staff, technical support and services required to successfully develop properties within the City of Pensacola limits to produce new affordable homes for income eligible families under the terms, conditions, requirements and responsibilities of this Agreement. The City agrees to commit funds in the amounts specified in this Agreement from SLFRF funds to provide flexible financing and/or downpayment, closing cost, and principal mortgage reduction assistance to aid the Agency in the development or redevelopment of properties to produce new affordable homes within for the benefit of low and moderate income households whose income does not exceed income limits as authorized under the SLFRF program and as more specifically defined below.
- B. For the purposes of this agreement, a "Moderate income" household is defined as a family with total "gross" income from all sources equal to or below one hundred twenty percent (120%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. Income limits as released annually by HUD are provided below and may be updated without formal contract amendment with written notification from the City contract manager.

#### **2024 INCOME GUIDELINES (HOME Effective Date: June 1, 2024)**

| <b># PERSONS<br/>IN FAMILY</b> | <b>50% OF<br/>MEDIAN</b> | <b>80% OF<br/>MEDIAN</b> | <b>120 % OF<br/>MEDIAN</b> |
|--------------------------------|--------------------------|--------------------------|----------------------------|
| <b>1</b>                       | \$31,500                 | \$50,350                 | \$75,600                   |
| <b>2</b>                       | 36,000                   | 57,550                   | 86,400                     |
| <b>3</b>                       | 40,500                   | 64,750                   | 97,200                     |
| <b>4</b>                       | 44,950                   | 71,900                   | 107,880                    |
| <b>5</b>                       | 48,550                   | 77,700                   | 116,520                    |
| <b>6</b>                       | 52,150                   | 83,450                   | 125,160                    |
| <b>7</b>                       | 55,750                   | 89,200                   | 133,800                    |

- C. Where guidance is not specifically provided under Treasury guidelines or this agreement, federal HUD HOME Investment Partnerships Program (HOME)

regulations will apply.

- D. The City agrees to make available **\$442,704.00** in SLFRF funds for the Agency's use in the construction or rehabilitation of modest, affordable housing units in the City of Pensacola. No administrative funds are provided through this Agreement.
- E. Program funds shall be provided to the Agency in the amount of up to **\$30,000** per unit for down payment, closing cost, and/or principal mortgage reduction for eligible homebuyers. Upon written request by the Agency, funds may be utilized for predevelopment or development funding to assist in the development of housing. Upon sale of the property, 100% of the financing will be converted to a second mortgage for the benefit of eligible homebuyers residing within the completed unit.
- F. The Agency shall be responsible for fully documenting the income eligibility of households assisted under the Project. The Agency shall ensure that homebuyers complete an approved homebuyer education class from a HUD certified counseling agency for a minimum of eight (8) hours and obtain a certificate of completion prior to closing. Homebuyers must also attend a homebuyer education class or session with a community land trust component that requires homebuyer to demonstrate and attest to a clear understanding of the terms of community land trust homeownership requirements. Eligible buyers required to provide \$1000 minimum of their own funds toward home purchase.

## II. OBJECTIVES

Agency shall take the actions required to construct or rehabilitate of a minimum of **FIFTEEN (15)** units for eligible homebuyers within the City of Pensacola during the term of this Agreement. Funding is prioritized for City owned properties conveyed to the community land trust, to include 113 N. Spring Street, 1491 North E Street, 2300 W. Jackson Street, and 925 E. Jackson Street. No more than **SIX (6)** of those assisted may be of Moderate Income standing. The remainder shall be Low Income as defined above. All homes shall be affordable to families meeting the income guidelines and eligibility requirements provided herein and shall be constructed within the standards promulgated by the Florida Building Code, or other governing local laws.

## III. SERVICES

- A. Agency, in cooperation with the City Housing Department, shall develop or adapt forms, policies, client intake application forms, income verification procedures and forms, financial record keeping controls, and other methods to document beneficiaries, Project activity costs, and utilization of Project funds as needed.
- B. Agency shall secure funding and other resources as needed to produce a minimum of **FIFTEEN (15)** affordable homes within the term of this Agreement. The "per housing unit" Project expenditure under this Agreement shall be no greater than **\$30,000**, and the Agency shall be responsible to obtain remaining per unit costs.
- C. Agency shall provide services associated with housing construction or rehabilitation, appraisal services, development of construction specifications, selection of construction vendors, construction management and coordination of any resources needed to

complete the development of a minimum of fifteen (15) housing units within the term of this Agreement.

D. Agency shall ensure that the SLFRF Second Mortgage Assistance (principal mortgage reduction) provided to the eligible household/family is secured by mortgage and note in a form specifically approved by the City and shall be subject only to the superior mortgage filed by the Agency or first mortgage lender, unless another subordination arrangement is approved by the City. Said Assistance shall be provided to the eligible homebuyer to make the first mortgage affordable. The mortgage and note shall require that one hundred percent (100%) of the mortgage financing provided to the homebuyer shall be a zero interest, deferred payment loan which will remain with the property for twenty (20) years. The SLFRF mortgage and note is assumable to subsequent income eligible buyers. The terms of the mortgage and note shall allow subsequent income eligible buyers to assume the SLFRF loan with approval by the Agency.

Prior to its expiration, 100% of the loan balance shall be due and payable in full upon the sale or transfer of the property, the default of the homebuyer with respect to the Mortgage and Note, refinancing the first mortgage, moving out and renting the home, failure to occupy the home as the owner's principal (homestead) residence, or failure of homebuyer to comply with occupancy restrictions and requirements. The Agency shall maintain a "first right of refusal" option on each assisted home to enhance its ability to maintain control over long term affordability of the home. The SLFRF mortgage and note is assumable to subsequent income eligible buyers. The terms of the mortgage and note shall allow subsequent income eligible buyers to assume the SLFRF loan with approval by the Agency.

#### IV. AGENCY INFORMATION

Northwest Florida Community Land Trust, LLC  
300 A W. Leonard Street  
Pensacola, Florida 32501  
Attn: Sam Young  
PHONE: (850) 434-5456

#### V. PAYMENT PROCEDURES

A. For each housing unit, the Agency shall make a request for a fund commitment by presenting to the City contract managers all supportive documentation, including a complete, executed and approved client/homebuyer application form (including income verification documentation), the specific location of the unit being developed by the Agency to provide housing for the client/homebuyer, ground lease agreement between Agency and homebuyer, lender package, homebuyer education requirements, or other supporting information as may be requested by the City. The contract managers shall review the documentation and within ten (10) business days of receipt of the documentation City shall provide a written commitment of funds for payment of funds to be provided at homebuyer closing.

Only usual and customary closing costs should be charged to the buyer. Lender fees, including origination fees, appraisal fees, underwriting and processing fees, and discount

fees may not exceed 3% of the first mortgage amount. Buyer may not receive any cash at closing.

B. For requests for predevelopment/construction costs, the Agency shall make a request for a fund commitment by presenting to the City contract managers all supporting documentation, including the specific location of the unit, unit proforma or development proforma to include proposed income level of household to be served showing use of SLFRF funds, and documentation of ownership of property for any properties not being developed on City donated parcels. Agency will work collaboratively with City Housing Department and Community Redevelopment Agency (CRA) in reference to redevelopment of any City owned lots. All properties being redeveloped within CRA areas must meet all CRA overlay guidelines. Upon unit completion, a certificate of completion or occupancy as appropriate must be provided to the City.

Units are to be sold to eligible homebuyers within 9 months of the date of construction completion as displayed by the certificate of occupancy or completion.

C. No fees should be charged directly to the homebuyers for administering the project (i.e., construction management fees, underwriting fees, etc); however, reasonable and customary fees may be charged to buyers such as nominal application fees and credit reports. Homeownership counseling fees are not eligible under this Agreement.

Funds may not be used for ongoing operating and maintenance funding; off-site infrastructure costs related to utility connections; delinquent taxes or fees; capitalization of operating or replacement reserves; or other ineligible costs as identified by Treasury or HOME guidelines.

D. At construction completion and sale to an eligible buyer, SLFRF funding will serve as a pass-through permanent loan to the buyer of the completed unit to write down the purchase price of the home. Financing needs of the household should be clearly demonstrated by the lending institution providing the first mortgage loan, but in no case will the SLFRF assistance to the buyer exceed \$30,000.

E. Assistance provided shall be treated as a development cost paydown to reduce the sales price to the homebuyer. The SLFRF assistance amount shall be excluded from the Base Price and Formula Price as defined in the ground lease. The balance of the assistance must be included in the Purchase Option Price as defined in the ground lease to repay the funds to the City in the event of default.

E. SLFRF documents, including all related verifications, mortgages, notes, forms and/or agreements, shall be executed by a legally authorized representative of the Agency and/or individual applicants for SLFRF assistance as may be required by the City. Agency shall cooperate with City in making revisions as may be required by Treasury with reference to the SLFRF Program and regulations related thereto.

QUARTERLY STATUS REPORT  
REPORT # \_\_\_\_\_

TO: CITY OF PENSACOLA HOUSING DEPARTMENT  
FROM: NORTHWEST FLORIDA COMMUNITY LAND TRUST LLC  
DATE: \_\_\_\_\_  
RE: PROJECT: SLFRF HOMEBUYER ASSISTANCE PROJECT

QUARTER:   October-December   April-June  
              January-March       July-September

- 
- I. PROGRESS REPORT
- A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT CHARACTERISTIC FORM).
- 
- B. GIVE A COMPLETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE AND THE AMOUNT OF ASSISTANCE THEY RECEIVED. (QUARTERLY STATUS AND FINANCIAL REPORTS).
- 
- C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.





**EXHIBIT III**  
**CONDITIONS & CERTIFICATIONS**

**CERTIFICATION OF RECEIPT  
SLFRF  
IMPLEMENTING REGULATIONS**

I/We hereby certify and affirm that the City of Pensacola has provided this agency with a complete electronic copy of the current SLFRF/ARPA Regulations, 2022 Final Rule, and 2023 Interim Final Rule at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/eligible-uses> . I/We have also received electronic copies of governing financial and grants management documents issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-133 (Audits of States, Local Governments and Non Profit Organizations) *and* 2 C.F.R. Part 200 ([http://www.ecfr.gov/cgi-bin/text-dx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-dx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)).

I/We have reviewed the Regulations and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations should be resolved by contacting City of Pensacola's Program representative. If the issue or question cannot be resolved by the City's Representative, the issue will be submitted to the U. S. Department of Treasury for review and/or resolution.

This certification is provided in lieu of including the entire text of the various SLFRF and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the City's Program Representative by this agency.

NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC

By:\_\_\_\_\_

Date:\_\_\_\_\_

**ANTI-LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS**  
**AND COOPERATIVE AGREEMENTS**

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

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

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

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

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

Signature: \_\_\_\_\_  
Certifying Official:

Date: \_\_\_\_\_

Agency: Northwest Florida Community Land Trust, LLC

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND VOLUNTARY EXCLUSION: PRIMARY COVERED TRANSACTIONS**

The Bidder/Firm certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Are registered with www.SAM.gov with a status of "Active" and have no active Exclusions cited;
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR 29.110(a), by any Federal department or agency;
3. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local government entity with commission of any of the offenses enumerated in paragraph 3 of this certification; and
5. Have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default

The Bidder/Firm certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to subcontract under this contract, and shall not enter into any transaction with any subcontractor, material supplier or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Pensacola.

Signature: \_\_\_\_\_

Project Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm/Agency: \_\_\_\_\_

## **CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS**

Northwest Florida Community Land Trust, LLC. certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
  - (1) taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or



rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**PLACE OF PERFORMANCE  
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Agency/Company: Northwest Florida Community Land Trust, LLC Date: \_\_\_\_\_

Grant Program Name: SLFRF Homebuyer Assistance

**NORTHWEST FLORIDA COMMUNITY LAND TRUST, LLC** shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

**PLACE OF PERFORMANCE** (Including street address, city, county, state, and zip code for each site):

**Agency Service Delivery Address:**

300 A W. Leonard Street  
Pensacola, FL 32501  
\_\_\_\_\_

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

**Enter Number of Employees involved in Project:** \_\_\_\_\_

SIGNED: \_\_\_\_\_  
Certifying Officer

Agency: \_\_\_\_\_

**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

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**File #:** 24-1156

**Agenda Conference**

**12/9/2024**

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

PORT OF PENSACOLA WRITE-OFF OF UNCOLLECTIBLE PORT ACCOUNTS  
RECEIVABLE

**RECOMMENDATION:**

That City Council approve the write-off of \$3,679.81 in unpaid power usage from Streamline Holdings and \$7,270.74 in unpaid rent, storage and power usage from Pensacola Bay Oyster LLC.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

During 2022, Streamline Holdings used power for the construction of warehouse #10. They currently have \$3,679.81 in unpaid fees. Multiple attempts to collect this outstanding balance have been made, but payment has not been collected as of today.

During 2023, Pensacola Bay Oysters used power and rented space south of warehouse #4. They currently have \$7,270.74 in unpaid fees. Multiple attempts to collect this outstanding balance have been made, but payment has not been collected as of today.

It is management's opinion that collection is unlikely and requests permission to write off the customers' balances. The City's Financial Planning and Administrative Policy provides that all non-utility accounts receivable in excess of \$1,000 and in which a lien has not been filed be submitted to City Council for approval before being written off.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Streamline Holdings write-off will not impact FY 24 revenues because it was recorded as bad debt in FY 23. However, Pensacola Bay Oyster will impact FY 24 revenues because that account has not been recorded as bad debt.

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

11/22/2024

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
Amy Miller, Deputy City Administrator  
Clark Merritt, Port Director  
Thomas "Shep" Coggin, Port Commercial Officer

**ATTACHMENTS:**

1. Pensacola Bay Oyster Receivable Report
2. Streamline Holding Receivable Report

**PRESENTATION: No**

|                  |                   |                                |                           |                          |                |                     |                     |                      |                      |
|------------------|-------------------|--------------------------------|---------------------------|--------------------------|----------------|---------------------|---------------------|----------------------|----------------------|
| Customer: 005660 |                   | Name: PENSACOLA BAY OYSTER LLC |                           | Phone: (979) 482-4735    |                |                     |                     |                      |                      |
|                  | <u>Document #</u> | <u>Date</u>                    | <u>Description</u>        | <u>On Account/Credit</u> | <u>Current</u> | <u>30 - 59 days</u> | <u>60 - 89 days</u> | <u>90 - 119 days</u> | <u>Over 120 days</u> |
|                  |                   |                                |                           | 0.09                     |                |                     |                     |                      |                      |
| write off        | 0161110           | 9/15/2023                      | STORAGE SA FOR AUGUST     | 0.00                     | 0.00           | 0.00                | 0.00                | 0.00                 | 2,000.00             |
| write off        | 0161081           | 9/25/2023                      | POWER USAGEWH 4 AUG-SEPT  | 0.00                     | 0.00           | 0.00                | 0.00                | 0.00                 | 439.95               |
| write off        | 0161082           | 9/25/2023                      | SHOREPOWER USAGE SEPT     | 0.00                     | 0.00           | 0.00                | 0.00                | 0.00                 | 2,830.79             |
| write off        | 0161111           | 9/29/2023                      | STORAGE SA SEPT           | 0.00                     | 0.00           | 0.00                | 0.00                | 0.00                 | 2,000.00             |
|                  | 0161389           | 10/25/2023                     | SHOREPOWER USAGE SEPT-OCT | 0.00                     | 0.00           | 0.00                | 0.00                | 0.00                 | 1,117.82             |
|                  | 0161683           | 11/25/2023                     | RENT ASSIGN FACILITY DEC  | 0.00                     | 0.00           | 0.00                | 0.00                | 0.00                 | 399.91               |
|                  |                   |                                | Customer Totals           | 8,788.38                 | 0.09           | 0.00                | 0.00                | 0.00                 | 8,788.47             |
|                  |                   |                                |                           |                          |                |                     |                     |                      |                      |
|                  |                   |                                |                           | <u>On Account/Credit</u> | <u>Current</u> | <u>30 - 59 days</u> | <u>60 - 89 days</u> | <u>90 - 119 days</u> | <u>Over 120 days</u> |
|                  |                   |                                | Grand Totals              | 8,788.38                 | 0.09           | 0.00                | 0.00                | 0.00                 | 8,788.47             |

Over 120 days



11/18/2024 1:05:33PM

CITY OF PENSACOLA

| Customer: 007018  |           | Name: STREAMLINE HOLDINGS    |                   | Phone: (850) 805-8181 |              |              |               |               |  |
|-------------------|-----------|------------------------------|-------------------|-----------------------|--------------|--------------|---------------|---------------|--|
| Document #        | Date      | Description                  | On Account/Credit | Current               | 30 - 59 days | 60 - 89 days | 90 - 119 days | Over 120 days |  |
| write off 0154916 | 3/15/2022 | POWER USAGE WH 9 -JAN-FEB    | 0.00              | 0.00                  | 0.00         | 0.00         | 0.00          | 1,043.11      |  |
| write off 0155440 | 4/25/2022 | POWER USAGE WH 9 MARCH-APRIL | 0.00              | 0.00                  | 0.00         | 0.00         | 0.00          | 667.08        |  |
| write off 0155160 | 5/15/2022 | POWER USAGE WH 9 -FEB-MARCH  | 0.00              | 0.00                  | 0.00         | 0.00         | 0.00          | 561.39        |  |
| write off 0155996 | 6/15/2022 | POWER USAGE WH 9 APRIL-MAY   | 0.00              | 0.00                  | 0.00         | 0.00         | 0.00          | 584.03        |  |
| write off 0156356 | 7/15/2022 | POWER USAGE WH 9 MAY-JUNE    | 0.00              | 0.00                  | 0.00         | 0.00         | 0.00          | 824.20        |  |
| Customer Totals   |           | 3,679.81                     | 0.00              | 0.00                  | 0.00         | 0.00         | 0.00          | 3,679.81      |  |
|                   |           |                              | On Account/Credit | Current               | 30 - 59 days | 60 - 89 days | 90 - 119 days | Over 120 days |  |
| Grand Totals      |           | 3,679.81                     | 0.00              | 0.00                  | 0.00         | 0.00         | 0.00          | 3,679.81      |  |

Over 120 days



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1067

Agenda Conference

12/9/2024

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

CITY OF PENSACOLA 2024 AFFORDABLE HOUSING INCENTIVE PLAN REPORT

**RECOMMENDATION:**

That City Council accept the City of Pensacola Affordable Housing Incentive Plan Review Report as submitted by the Affordable Housing Advisory Committee for submission to the Florida Housing Finance Corporation in accordance with Section 420.9076, Florida Statutes.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Under Florida Statute 420.9076 and Chapter 67-37.010, the State Housing Initiatives Partnership (SHIP) Program requires the Affordable Housing Advisory Committee (AHAC) to annually review a local jurisdiction's Affordable Housing Incentive Plan and the impact of local policies and procedures, ordinances, land development regulations, and the comprehensive plan in order to recommend "specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value."

The AHAC has met regularly through 2024 to review the City of Pensacola and Escambia County's current incentive strategies and provide recommendations relative to the implementation of eleven incentive strategies specifically mentioned by the Florida Statute or other affordable housing strategies identified by the AHAC. On November 12, 2024, the AHAC held a public hearing and unanimously voted to recommend to City Council the approval of the City's 2024 Affordable Housing Incentive Plan Review Report. Completion of this annual review process and acceptance of the Report by the local jurisdiction is a requirement for the City and the County to continue to receive SHIP program funds from Florida Housing Finance Corporation (FHFC). The City jointly administers the SHIP program and staffs the AHAC through an Interlocal Agreement with Escambia County.

**PRIOR ACTION:**

December 14, 2023-City Council approved the 2023 City of Pensacola Affordable Housing Incentive Plan Review Report

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Submission of the Report by December 31, 2024 to Florida Housing Finance Corporation and Florida Housing Coalition is required for continued receipt of SHIP funding

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

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
David Forte, Deputy City Administrator  
Meredith Reeves, Housing Administrator

**ATTACHMENTS:**

1. 2024 Pensacola Affordable Housing Incentive Plan Review Report

**PRESENTATION:** No

**CITY OF PENSACOLA**  
**2024 AFFORDABLE HOUSING INCENTIVE PLAN REVIEW REPORT**  
**ESCAMBIA/PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE**

**1. BACKGROUND**

The Sadowski Affordable Housing Act as approved by the Florida Legislature and codified as Chapter 420 of the Florida Statutes requires the development of an Affordable Housing Incentive Plan by all local governments electing to participate in the housing production and preservation initiatives authorized by the Act. Pensacola City Council, jointly with Escambia County Board of County Commissioners, appointed the members to serve on the Escambia-Pensacola Affordable Housing Advisory Committee (AHAC). The Escambia-Pensacola AHAC reviewed the implementation of the Affordable Housing Incentive Plan and determined the incentives are being implemented in accordance with the plan.

**2. PURPOSE**

The purpose of the Incentive Plan is to set out the deliberations and recommendations for monetary and non-monetary incentives targeting regulatory reform with respect to affordable housing including the evaluation of the established policies, procedures, ordinances, land development regulations and the comprehensive plan. All recommendations should encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The Plan encompasses the specific recommendations of the AHAC all of which were voted upon and approved at a Public Hearing on November 12, 2024. This Plan details existing City Housing related policies/procedures to be undertaken by the City in support of affordable housing.

**3. AFFORDABLE HOUSING INCENTIVES**

**INCENTIVE A:** THE PROCESSING OF APPROVALS OF DEVELOPMENT ORDERS OR PERMITS, AS DEFINED IN S. 163.3164(7) AND (8), FOR AFFORDABLE HOUSING PROJECTS IS EXPEDITED TO A GREATER DEGREE THAN OTHER PROJECTS.

Discussion:

The City Inspection Services Department utilizes an online application process allowing for both convenience and safety. The City Housing Department, in cooperation with the Development Services Department, offers affordable housing developers an opportunity to apply for expedited permitting. The application is available on the City of Pensacola Housing, Development Services, One-Stop Development, and Planning Department webpages. Affordable housing documentation is required to fast track the permitting application.

Recommendation:

The incentive is being implemented in accordance with the plan. The AHAC will review the incentive on an annual basis.

**INCENTIVE B:** THE MODIFICATION OF IMPACT FEE REQUIREMENTS, INCLUDING REDUCTION OR WAIVER OF FEES AND ALTERNATIVE METHODS OF FEE PAYMENT FOR AFFORDABLE HOUSING.

Discussion:

The City does not have impact-fee requirements. To support the creation and preserve sustainable affordable housing, the Comprehensive plan supports offering incentives for infill development, one of which is the liens waiver policy for affordable housing.

Recommendation:

This incentive is being implemented in accordance with the plan. The AHAC will review the incentive on an annual basis. Review and update the City's lien waiver policy for affordable housing.

**INCENTIVE C: THE ALLOWANCE OF FLEXIBILITY IN DENSITIES FOR AFFORDABLE HOUSING.**

Discussion:

The City of Pensacola Comprehensive Plan and Land Development code allow flexibility in development density for residential developments. This is generally coordinated through predevelopment review meetings with developers through the Special Planned Development (SPD) process. Section 12-3-109 of the Land Development code specifically permits a residential bonus of not more than 25% or a density transfer of up to 50% of a donor site for new affordable housing construction projects.

Recommendation:

Review the residential density bonus offering in conjunction with the City's LDC Assessment to encourage wider spread use for development of affordable housing. The current residential density bonus as written is underutilized for affordable housing development. The AHAC encourages incorporation of target income levels for this incentive as well as specific affordability periods and a clearly defined minimum percentage of units. Since this incentive must currently be approved by the Planning Board, the provision of more specific goals and guidelines will aid developers by outlining what the City wants to see and what may be approved. Additionally, revision of this section of the LDC with specific guidelines that could be approved by staff without going to the Planning Board could expedite affordable housing development.

**INCENTIVE D: THE RESERVATION OF INFRASTRUCTURE CAPACITY FOR HOUSING FOR VERY-LOW INCOME PERSONS, LOW-INCOME PERSONS, AND MODERATE-INCOME PERSONS.**

Discussion:

Infrastructure capacity is not an issue for development of affordable housing within the urban area of the City as water, sewer, electricity, and roadways are more than adequate for concurrency. Additionally, all areas within the City's Community Redevelopment Areas are exempt from traffic concurrency.

Recommendation:

This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review on an annual basis.

**INCENTIVE E: THE ALLOWANCE OF AFFORDABLE ACCESSORY RESIDENTIAL UNITS IN RESIDENTIAL ZONING DISTRICTS.**

Discussion:

Accessory dwellings are allowed in the City of Pensacola Comprehensive Plan and Land Development Code.

Recommendation:

This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.



**INCENTIVE F: THE REDUCTION OF PARKING AND SETBACK REQUIREMENTS FOR AFFORDABLE HOUSING.**

Discussion:

The City may grant flexibility in setbacks through its Special Planned Development (SPD) process. Parking variances of up to 10% may be granted administratively by Development Services staff for developments that demonstrate unique circumstances.

Recommendation:

Continue the allowance of parking variances of up to 10% for developments that demonstrate unique circumstances, particularly for affordable housing developments. The AHAC discussed allowing for parking variances for ADUs in cases where the unit is within ¼ mile of public transit route and where the primary unit meets current parking requirements. The AHAC also supports the reduction of parking requirements for elderly rental developments.

**INCENTIVE G: THE ALLOWANCE OF FLEXIBLE LOT CONFIGURATIONS, INCLUDING ZERO-LOT-LINE CONFIGURATIONS FOR AFFORDABLE HOUSING.**

Discussion:

The City Land Development Code allows for administrative waivers for flexible lot configuration and provides for the use of zero-lot-line configurations in development of residential housing.

Recommendation:

This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.

**INCENTIVE H: THE MODIFICATION OF STREET REQUIREMENTS FOR AFFORDABLE HOUSING.**

Discussion:

The SPD process provides a means for a developer to present modifications for street design. Pensacola City Council adopted by Resolution No. 29-12 in support of the complete street design concept.

Recommendation:

This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.

**INCENTIVE I: THE ESTABLISHMENT OF A PROCESS BY WHICH A LOCAL GOVERNMENT CONSIDERS, BEFORE ADOPTION, POLICIES, PROCEDURES, ORDINANCES, REGULATIONS, OR PLAN PROVISIONS THAT INCREASE THE COST OF HOUSING.**

Discussion:

The review process is in place within the City. Review information and comments are provided by planning staff with input, as needed, by housing and community development staff for consideration by the policy makers.

Recommendation:

This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.

**INCENTIVE J: THE PREPARATION OF A PRINTED INVENTORY OF LOCALLY OWNED PUBLIC LANDS SUITABLE FOR AFFORDABLE HOUSING DEVELOPMENT.**

Discussion:

In accordance with F.S. 166.0451(1), as amended by the Live Local Act, on September 14, 2023 City Council adopted an updated inventory list by October 1, 2023 through Resolution 2023-059. Review and update policies related to the disposition of properties for affordable housing to provide a clear process for disposition of properties.

Recommendation:

This incentive is being implemented in accordance with the plan, with City update of the inventory in 2023. The AHAC encourages an update of the current property disposition policy for affordable housing, and to specifically include considerations for disposition to community land trusts or other shared equity models that promote long term affordability. The AHAC will review the incentive on an annual basis.

**INCENTIVE K: THE SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS AND MAJOR EMPLOYMENT CENTERS AND MIXED-USE DEVELOPMENTS.**

Discussion:

Development regulations support and encourage the location of affordable housing, including a priority for mixed use/mixed income, housing near transit stops/interchanges and employment/educational centers.

Recommendations:

This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.

**INCENTIVE L: OTHER AFFORDABLE HOUSING STRATEGIES IDENTIFIED BY THE AFFORDABLE HOUSING ADVISORY COMMITTEE.**

Recommendations:

1. Provide a definition of “affordable housing” in the Land Development code, so affordable housing incentives provided by the City clearly identify targeted households.
2. Update grant policies under SHIP and HOME to permit use of grant funds in collaboration with Community Land Trusts to create permanent community housing affordability.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 24-1058

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** COUNCIL MEMBER CASEY JONES

**SUBJECT:**

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

**RECOMMENDATION:**

That City Council approve funding of \$500 to Keyz 2 Achieve, \$1,000 to Sisters Anointed to LeadTogether, Inc. and \$250 to the Gulf Coast Citizen Diplomacy Council 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.

Keyz 2 Achieve was established in June 2024. Their mission is to serve underprivileged youth through education and various activities designed to enhance their development and that of others in the community. They are committed to being a foundational support system, both inside and outside the classroom, to ensure the success of their members. Their model emphasizes truth and encompasses literary, social, civic, cultural and community development, while also providing essential life skills for their members' achievements and accomplishments. This year, they will host a toy drive to provide toys for children who otherwise might not receive anything for Christmas. The toy drive will be held from November 1, 2024, to December 15, 2024, and the toys will be distributed on December 21, 2024. Funds will be used towards this toy drive.

Sisters Anointed to Lead Together, Inc. (SALT) is closing the gap between our young girls (ages 9-18) and our community through their L.E.A.D.S. Academy mentoring program. The L.E.A.D.S Academy mentoring program was designed based on the concept to advance each girl's leadership and communication skills, advocacy skills, and behavioral aptitudes. Although the mentoring program objective is to inspire girls to become innovative leaders, more importantly, its goals were set up to address the following need within our community: 1)

how to deter youths from engaging in criminal activity; 2) how to reduce teenage pregnancies, 3) how to reduce classroom incivilities and 4) how to increase high school graduation. Funds will be used towards their L.E.A.D.S. Academy.

The Gulf Coast Citizen Diplomacy Council is a local, nonpartisan nonprofit promoting citizen diplomacy in Northwest Florida by hosting U.S. Department of State exchange programs for experts and youth from around the world. Their mission is to foster global connections by hosting international visitors in our community and creating impactful programming that strengthens ties between Northwest Florida and the world. They are also committed to programming that empowers local teens to develop global awareness and leadership skills through hands-on experiences. Their Youth Diplomats Program is an 11-month experiential learning program to equip and empower teens in Northwest Florida to become active global citizens. They meet once a month to explore topics in global affairs and diplomacy. In the process, they will build leadership and intercultural communication skills as well as discover scholarships, college and career options and network with global experts. Funding will be used to offset this program.

**PRIOR ACTION:**

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

**FUNDING:**

|         |                                                      |
|---------|------------------------------------------------------|
| Budget: | \$ 9,117 FY 2024 District 3 Discretionary Funds      |
|         | <u>10,700 FY 2025 District 3 Discretionary Funds</u> |
|         | <u>\$19,817</u>                                      |
| Actual: | \$ 500 Keyz 2 Achieve                                |
|         | 1,000 Sisters Anointed to Lead Together              |
|         | <u>250 Gulf Coast Citizen Diplomacy Council</u>      |
|         | <u>\$ 1,750</u>                                      |

**FINANCIAL IMPACT:**

A balance of \$9,117 is currently within the FY 2024 District 3 Discretionary Fund Account and \$10,700 is currently within the FY 2025 District 3 Discretionary Fund Account for a total amount of \$19,817. Upon approval by City Council, a balance of \$18,067 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

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**File #:** 24-1165

Agenda Conference

12/9/2024

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** COUNCIL MEMBER TENIADE BROUGHTON

**SUBJECT:**

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

**RECOMMENDATION:**

That City Council approve funding of \$300 to The Kukua Institute 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 Kukua Institute started in 2016 with a simple goal to save a historic house built around 1884. The home's successful preservation and relocation became the spark for the development of programs and activities that use artificial intelligence, robotics, art, historical and scientific research, and student and community involvement to discover, share, celebrate and grow stories that impact us all. Today, the Institute is a place to grow and share the cultural, intellectual and economic abilities and contributions of African Americans. Funding will be used to further their mission.

**PRIOR ACTION:**

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

**FUNDING:**

Budget: \$ 10,557 District 5 Discretionary Funds Balance



Actual:                 \$     300   Kukua Institute

**FINANCIAL IMPACT:**

A balance of \$10,577 is currently available within the District 5 Discretionary Fund Account.  
Upon approval by City Council, a balance of \$10,257 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 #:** 24-1168

**Agenda Conference**

**12/9/2024**

### **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 \$1,000 to the Center for Independent Living of Northwest Florida, \$1,000 to Autism Pensacola, Inc., \$1,000 to the Gulf Coast Citizen Diplomacy Council, \$1,000 to the Veteran's Memorial Park Foundation and \$750 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 2.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

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

The Center for Independent Living of Northwest Florida is a consumer-controlled, community-based, cross-disability, nonresidential private non-profit agency that is designed and operated within a local community by individuals with disabilities and provides an array of independent living services. The Center for Independent Living promotes, educates, facilitates, assists and advocates with and on behalf of people with disabilities, in partnership with their communities, to achieve their goals of independence. Funding will be used towards their mission.

Autism Pensacola serves the families of Escambia and Santa Rosa Counties. Since 2002, they have served individuals and families affected by autism as the leading connector and resource for autism support, advocacy, education and networking opportunities in the Pensacola Bay Area. Through active engagement with our community, Autism Pensacola aims to educate the general public about autism; serve as a support group and network for parents and professionals; provide information to parents and professionals regarding the diagnosis, education and treatment of persons with autism; advocate for, and obtain, better services for the citizens of the Pensacola area who are affected by autism and provide social opportunities for people with autism through camps, activities and enriching programs. Funds

will be used to further their mission.

The Gulf Coast Citizen Diplomacy Council is a local, nonpartisan nonprofit promoting citizen diplomacy in Northwest Florida by hosting U.S. Department of State exchange programs for experts and youth from around the world. Their mission is to foster global connections by hosting international visitors in our community and creating impactful programming that strengthens ties between Northwest Florida and the world. They are also committed to programming that empowers local teens to develop global awareness and leadership skills through hands-on experiences. Their Youth Diplomats Program is an 11-month experiential learning program to equip and empower teens in Northwest Florida to become active global citizens. They meet once a month to explore topics in global affairs and diplomacy. In the process, they will build leadership and intercultural communication skills as well as discover scholarships, college and career options and network with global experts. Funding will be used to offset costs associated with the Youth Diplomat Program.

The Veterans Memorial Park is owned and controlled by the City of Pensacola. The Veterans Memorial Park Foundation of Pensacola, Inc. provides stewardship of the Park. As stewards, they see to the care and maintenance of the park utilizing funding gathered exclusively through grants and donations. The Veterans Memorial Park of Pensacola continues to depend on the donations of those who love, support and revere the memory of those who are honored there.

For over thirty years, families, and patriots from all around the country have been visiting the Veterans Memorial Park of Pensacola to pay tribute to the names on The Wall. Often, the family and friends of those listed on The Wall wish to take a pencil or charcoal rubbing of their loved one's name. Such expressions of love and remembrance are part of what makes the Park so important to our community. Because this practice is so important, the Veterans Memorial Park Foundation of Pensacola provides special paper and assistance to patrons in capturing the names that are difficult to reach. Additionally, they offer beautifully framed rubbings for those families and friends. Funding will go towards sponsoring framed rubbings to be provided to families of loved ones represented on The Wall.

Ecomfort is the outreach branch of Epps Christian Center. Their mission is to reach out to the hungry, homeless and hurting in our community. They have been working in the community since 2007 with the primary goal of improving the quality of life for those in our community.

Their goal of improving individual and families' socioeconomic status is accomplished by helping individuals increase their disposable income. Their soup kitchen program now receives and distributes over 60,000 pounds of food a month and gives away food to more than 7,000 people monthly. In addition, they have a resource center to help individuals receive needed assistance with job applications, applying for assistance benefits and providing linkage services. Funds will be used towards assisting these individuals and families.

#### **PRIOR ACTION:**

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

#### **FUNDING:**

|         |                  |                                                    |
|---------|------------------|----------------------------------------------------|
| Budget: | \$ 10,377        | FY 2024 District 2 Discretionary Funds             |
|         | <u>10,700</u>    | FY 2025 District 2 Discretionary Funds             |
|         | <u>\$ 21,077</u> |                                                    |
| Actual: | \$ 1,000         | Center for Independent Living of Northwest Florida |
|         | 1,000            | Autism Pensacola, Inc.                             |
|         | 1,000            | Gulf Coast Citizen Diplomacy Council               |
|         | 1,000            | Veteran's Memorial Park Foundation                 |
|         | <u>750</u>       | Ecomfort, Inc.                                     |
|         | <u>\$ 4,750</u>  |                                                    |

**FINANCIAL IMPACT:**

A balance of \$10,377 is currently within the District 2 FY 2024 Discretionary Fund Account and \$10,700 within the FY 2025 District 2 Discretionary Fund Account for a total amount of \$21,077. Upon approval by City Council, a balance of \$16,327 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 #:** 24-1189

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** COUNCIL MEMBER DELARIAN WIGGINS

**SUBJECT:**

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

**RECOMMENDATION:**

That City Council approve funding of \$495 to the American Legion - Frank Marston Post 33, \$500 to Bantucola, Inc. \$500 to Sisters Anointed to Lead Together, \$500 to Keyz 2 Achieve and \$500 to the Pensacola Omega Foundation from the City Council Discretionary Funds for District 7.

**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 American legion was chartered by Congress in 1919 as a patriotic veterans organization. Focusing on service to veterans, service members and communities, the Legion evolved from a group of war-weary veterans of World War I into one of the most influential nonprofit groups in the United States. Over the years, the Legion has built its identify by achieving hundreds of benefits and services for veterans, supporting the U.S. Armed Forces and instilling the values of responsible citizenship among young people. One of their programs is the American Legion Boys State and is among the most respected and selective educational programs of government instruction for U.S. high school students. This program is a one-week summertime educational program for rising seniors that focuses on participation and personal experience in a model state, complete with governmental bodies and elected public officials. Funding will be used to sponsor a young man to attend Boys State on the campus of Florida State University during June 15-21, 2025.

In November 2018, Bantucola was established. It has quickly become the gateway for business information in the Black community of Northwest Florida. In addition to being the largest Black Business Directory on the Gulf Coast, it is also one of the only Black-Owned

media outlets from Pensacola to Tallahassee. Their goal and mission is to enrich the community with information and local sustainability that will help them regroup in the areas that we hold dear. We will be the driving force to help the black community make informed decisions and encourage them to think of supporting the black community. Funding will be used to support their mission.

Sisters Anointed to Lead Together, Inc. (SALT) is closing the gap between our young girls (ages 9-18) and our community through their L.E.A.D.S. Academy mentoring program. The L.E.A.D.S Academy mentoring program was designed based on the concept to advance each girl's leadership and communication skills, advocacy skills, and behavioral aptitudes. Although the mentoring program objective is to inspire girls to become innovative leaders, more importantly, its goals were set up to address the following need within our community: 1) how to deter youths from engaging in criminal activity; 2) how to reduce teenage pregnancies, 3) how to reduce classroom incivilities and 4) how to increase high school graduation. Funds will be used towards their L.E.A.D.S. Academy.

Keyz 2 Achieve was established in June 2024. Their mission is to serve underprivileged youth through education and various activities designed to enhance their development and that of others in the community. They are committed to being a foundational support system, both inside and outside the classroom, to ensure the success of their members. Their model emphasizes truth and encompasses literary, social, civic, cultural and community development, while also providing essential life skills for their members' achievements and accomplishments. This year, they will host a toy drive to provide toys for children who otherwise might not receive anything for Christmas. The toy drive will be held from November 1, 2024, to December 15, 2024, and the toys will be distributed on December 21, 2024. Funds will be used towards this toy drive.

The Pensacola Omega Foundation is dedicated to making a positive, lasting difference through programs that emphasize scholarship, mentorship, fatherhood support, and social action. One of their fundraising events is QueCapade which fuels their philanthropic efforts aimed at uplifting and empowering our community through a variety of impactful initiatives. Funds will be used to offset costs associated with this event.

#### **PRIOR ACTION:**

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

#### **FUNDING:**

Budget: \$ 6,400 FY 2025 District 7 Discretionary Funds

Actual: \$ 495 American Legion - Frank Marston Post 33  
500 Bantucola, Inc.  
500 Sisters Anointed to Lead Together  
500 Keyz 2 Achieve, Inc.



500 Pensacola Omega Foundation  
\$ 2,495

**FINANCIAL IMPACT:**

A balance of \$6,400 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of \$3,905 will remain in the District 7 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

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**File #:** 24-1158

Agenda Conference

12/9/2024

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** COUNCIL PRESIDENT JARED MOORE

**SUBJECT:**

APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD CHAIRPERSON

**RECOMMENDATION:**

That City Council appoint one member of the Community Redevelopment Agency Board as Chairperson for a period of one year, expiring December 2025.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Per Sections 3.1 and 3.2 of the Community Redevelopment Agency (CRA) Bylaws, the Chair and Vice Chair shall be elected by the City Council during the month of December. The Chair shall preside at all CRA meetings, execute all instruments in the name of the CRA, appoint committees with approval by the Board, and perform all other duties required by the Board. In the absence of the Chair, the Vice Chair shall exercise all functions of the Chair.

The following has been nominated:

|                 |                      |
|-----------------|----------------------|
| <b>Nominee:</b> | <b>Nominated by:</b> |
| Allison Patton  | Brahier, Jones       |

**PRIOR ACTION:**

City Council appoints the Community Redevelopment Agency Board Chairperson annually.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None.

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

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

1. Nomination Forms - Allison Patton
2. Ballot

**PRESENTATION:** No

CITY OF PENSACOLA, FLORIDA

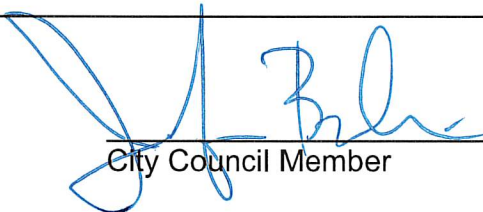
NOMINATION FORM

I Jennifer Brahier, City Council Member, do hereby  
nominate Allison Patton for appointment by the  
City Council for the position of:

**CHAIR  
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

Councilwoman Patton spent the last  
year as the Vice Chair and her  
district is within the CRA. She is  
the logical and capable person to  
lead the CRA in the upcoming year.

  
\_\_\_\_\_  
City Council Member

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

Ericka L. Burnett

Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Casey Jones, City Council Member, do hereby  
nominate Allison Patton for appointment by the  
City Council for the position of:

**CHAIR  
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

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City Council Member

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

*Ericka L. Burnett*

\_\_\_\_\_  
Ericka L. Burnett, City Clerk

**Ballot – Community Redevelopment Agency Board Chairperson**  
December 12, 2024  
*Term expiring December 2025*

***Chairperson***

\_\_\_\_\_ Allison Patton  
\_\_\_\_\_

**Vote for One**

Signed: \_\_\_\_\_  
City Council Member





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1159

Agenda Conference

12/9/2024

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** COUNCIL PRESIDENT JARED MOORE

**SUBJECT:**

APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD VICE  
CHAIRPERSON

**RECOMMENDATION:**

That City Council appoint one member of the Community Redevelopment Agency Board as Vice Chairperson for a period of one year, expiring December 2025.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Per Sections 3.1 and 3.2 of the Community Redevelopment Agency (CRA) Bylaws, the Chair and Vice Chair shall be elected by the City Council during the month of December. The Chair shall preside at all CRA meetings, execute all instruments in the name of the CRA, appoint committees with approval by the Board, and perform all other duties required by the Board. In the absence of the Chair, the Vice Chair shall exercise all functions of the Chair.

The following have been nominated:

|                  |                      |
|------------------|----------------------|
| <b>Nominee:</b>  | <b>Nominated by:</b> |
| Charles Bare     | Jones                |
| Delarian Wiggins | Brahier              |

**PRIOR ACTION:**

City Council appoints the Community Redevelopment Agency Board Vice Chairperson annually.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None.

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

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

1. Nomination Form - Charles Bare
2. Nomination Form - Delarian Wiggins
3. Ballot

**PRESENTATION:** No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Casey Jones, City Council Member, do hereby  
nominate Charles Bare for appointment by the  
City Council for the position of:

**VICE CHAIR  
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

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\_\_\_\_\_  
City Council Member

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

*Ericka L. Burnett*

\_\_\_\_\_  
Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Jennifer Bralier, City Council Member, do hereby  
nominate Debarian Wiggins for appointment by the  
City Council for the position of:

**VICE CHAIR  
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

Councilman Wiggins is a fully contributing  
member of the CRA and his district  
falls in the CRA. He is an  
accomplished leader of meetings having  
previously been the Council President and  
will represent the CRA with integrity.

  
\_\_\_\_\_  
City Council Member

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

Ericka L. Burnett

\_\_\_\_\_  
Ericka L. Burnett, City Clerk

**Ballot – Community Redevelopment Agency Board Vice Chairperson**  
December 12, 2024  
*Term expiring December 2025*

***Vice Chairperson***

- ☐ Charles Bare
- ☐ Delarian Wiggins
- ☐ \_\_\_\_\_

**Vote for One**

Signed: \_\_\_\_\_  
City Council Member



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 24-1145

Agenda Conference

12/9/2024

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** COUNCIL PRESIDENT JARED MOORE

**SUBJECT:**

PUBLIC HEARING: REQUEST FOR VACATION OF RIGHT OF WAY - 1000 WEST MORENO STREET AND ADJACENT PARCELS - BAPTIST HOSPITAL LEGACY CAMPUS

**RECOMMENDATION:**

That City Council conduct a Public Hearing on December 12, 2024, to consider the request to vacate the right of way at 1000 West Moreno Street and adjacent Baptist Hospital parcels (1100 Block West Mallory Street, 1200 West Mallory Street, and 1700 North "J" Street).

**HEARING REQUIRED:** Public Hearing Required

**SUMMARY:**

A request has been received from Baptist Hospital for vacation of rights-of-way at 1000 W. Moreno Street and adjacent Baptist Hospital parcels (1100 BLK W. Mallory Street, 1200 W. Mallory Street, and 1700 N. "J" Street). The rights-of-way include a portion of Mallory Street, a portion of "I" Street, and three sections of alleys. All subject rights-of-way are located within parcels owned by Baptist Hospital and there are no other abutting property owners who would be impacted by the vacation request.

**In addition to the right-of-way vacation, the applicants are requesting that City Council not retain easements for public utilities, except within the Mallory Street right-of-way portion. All utility providers have provided comments of "no objection" to the vacation and to the easement extinguishment request, except for a 30'-wide easement in the Mallory Street portion to accommodate an existing Florida Power & Light facility.**

This request will provide for clear title to the land which is being purchased and developed into two affordable, workforce housing developments to be known as Kupfrian Manor (94-unit senior community) and Avery Place (112-unit family community). Tax credits supporting the transactions have been secured through Florida Housing Finance Corporation (FHFC) and tax exempt bonds have been induced by Escambia County Housing Finance Agency. In addition, CDBG Disaster Recovery funds were also awarded from FHFC, and the development group is estimating construction budgets collectively over \$48M (hard costs alone) to construct both properties, which will stimulate further economic growth in the area. Attached is a draft aerial schematic of the property developments for reference.



**PRIOR ACTION:**

November 12, 2024 - The Planning Board recommended approval of the vacation of ROW in a 7:0 vote.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

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

11/12/2024

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
David Forte, Deputy City Administrator  
Sherry Morris, AICP, Development Services Director  
Cynthia Cannon, AICP, Planning and Zoning Division Manager

**ATTACHMENTS:**

1. Planning Board Packet - 1000 W. Moreno Street Vacation ROW
2. Sensitive Properties Review Letter - 1100 W. Moreno Street
3. Proposed Ordinance No. 13-24
4. Business Impact Estimate - Proposed Ordinance No. 13-24
5. Planning Board Minutes November 12, 2024
6. PACES - Kupfrian Manor\_Avery Place proposed site plan

**PRESENTATION: No**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1053

Planning Board

11/12/2024

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### **ACTION ITEM**

#### **SUBJECT:**

Request for Vacation of Street and Alley Rights-of-Way – 1000 W. Moreno Street, Baptist Hospital Legacy Campus

#### **SUMMARY:**

A request has been received from Baptist Hospital for vacation of rights-of-way at 1100 W. Moreno Street. The rights-of-way include a portion of Mallory Street, a portion of "I" Street, and three sections of alleys. All subject rights-of-way are located within parcels owned by Baptist Hospital and there are no other abutting property owners who would be impacted by the potential vacation. In addition to the right-of-way vacation, the applicants are requesting that City Council not retain easements for public utilities, except within the Mallory Street right-of-way portion. All utility providers have provided comments of "no objection" to the vacation and to the easement extinguishment request, with the exception to a 30'-wide easement in the Mallory Street portion to accommodate an existing FP&L facility.

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

#### **RECOMMENDED CODE SECTIONS**

[Sec. 12-11-4. Vacation of streets, alleys](#)

#### **ATTACHMENTS:**

1. Baptist Hospital Vacation of ROW\_Images
2. Baptist Hospital\_ROW Vacation Application and Materials
3. Review Comments\_Old Baptist Hospital Vacation ROW
4. Sec.\_12\_11\_4.\_Vacation\_of\_streets\_\_alleys

[illegible]



## VACATION OF ALLEY OR STREET RIGHT OF WAY

Fee: \$2,000.00

Rehearing/Rescheduling Planning Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00



### Applicant Information:

Name: Baptist Health Care, Inc.

Address: 125 Baptist Way, Suite 6A, Pensacola, FL 32503

Phone: 449-227-3862

Fax: \_\_\_\_\_

Email: jessica.andrade@bhcpns.org

### Property Information:

Owner Name: Baptist Health Care, Inc.

Location/Address: 1000 W. Moreno St., Pensacola, FL 32501

Legal Description: Please attach a full legal description (from deed or survey)

### Purpose of vacation of city right of way/comments:

See attached Rider

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Scallan

Signature of Applicant

Date

10/9/24

(Owner of Property or Official Representative of Owner)

### FOR OFFICE USE ONLY

District: \_\_\_\_\_

Date Received: \_\_\_\_\_

Case Number: \_\_\_\_\_

Date Postcards mailed: \_\_\_\_\_

Planning Board Date: \_\_\_\_\_

Recommendation: \_\_\_\_\_

Council Date: \_\_\_\_\_

Council Action: \_\_\_\_\_

#### **Sec. 12-12-4. Vacation of Streets, alleys**

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

(A) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the community development department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.

- (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the community development department at least twenty-one (21) 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 have 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. A legal description of the property proposed to be vacated;
    3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
    4. Reason for vacation request;
    5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
  - (c) 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 of the application.
  - (d) Any party may appear in person, by agent, or by attorney.
  - (e) 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 to vacate 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 city planning department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting.

- (1) Public notice for vacation of streets, alleys.
  - (a) A sign shall be prominently posted on the property to which the application pertains, at least seven (7) days prior to the scheduled board meeting.
  - (b) The community development department shall notify property owners within a three hundred (300) radius, as identified by the current Escambia County tax roll maps, of the property proposed for vacation 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 city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven (7) days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten (10) days prior to the public hearing. The community development department shall notify property owners by certified mail, as identified by the current Escambia County tax roll, at least fifteen (15) days prior to the city council public hearing
  - (a) In case of an alley vacation request all adjacent owners shall be notified.
  - (b) In the case of a street vacation request, all property owners within three hundred feet (300') of the request shall be notified.
- (2) *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two (2) times following the public hearing, at which time the vacation becomes effective.

(D) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.

(E) *Zoning of vacated property.* Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.

(F) *Ownership of property.* Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.



## RIDER TO APPLICATION FOR VACATION OF ALLEY OR STREET RIGHT OF WAY

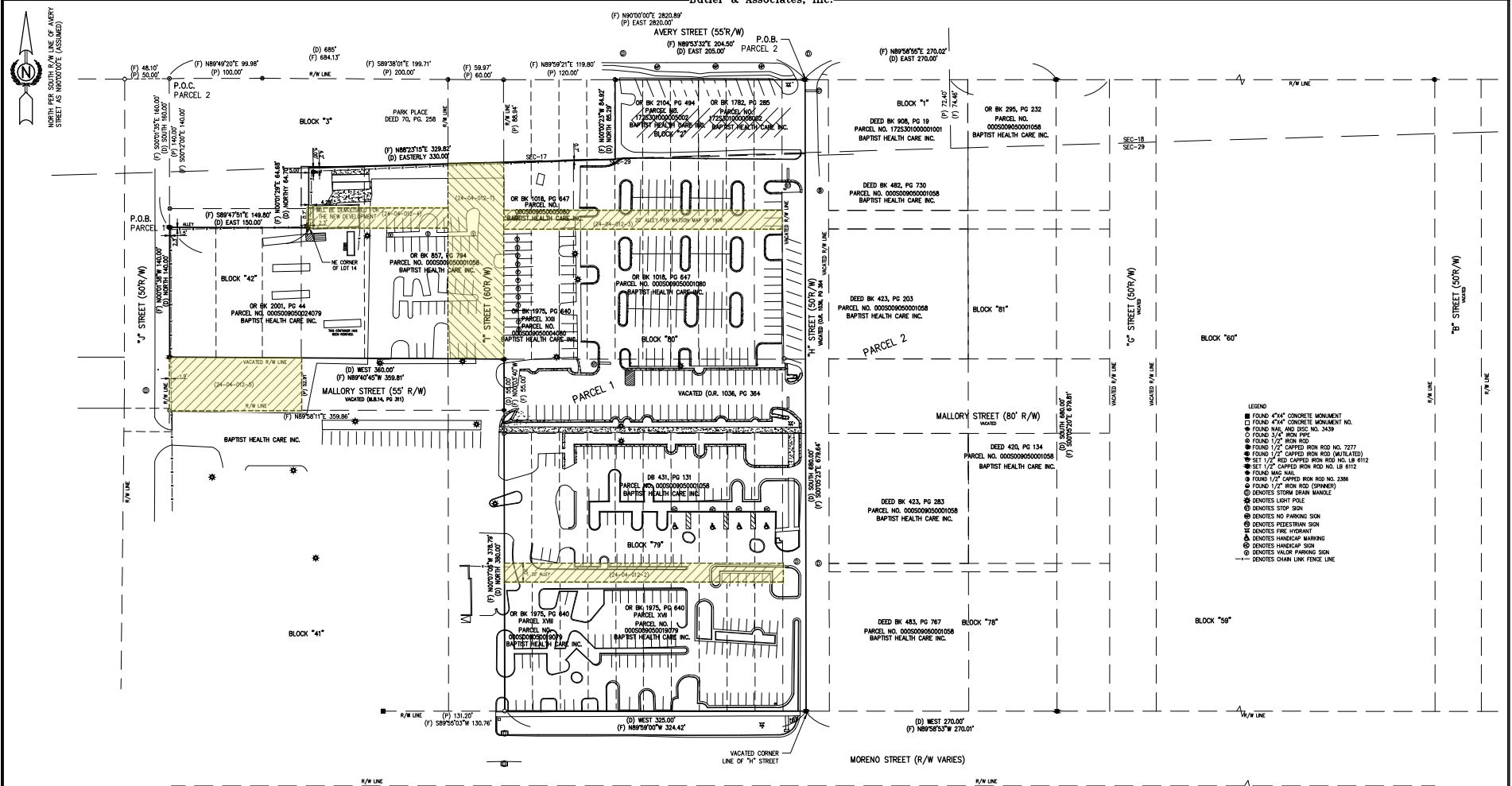
### BAPTIST HEALTH CARE, INC.

Attached hereto are (i) Butler & Associates of Pensacola, Inc. prepared sketches and legal descriptions for five (5) separate rights of way to be vacated pursuant to this application and (ii) that certain Ownership and Encumbrance Report prepared by First American Title Insurance Company bearing file number 110490925 ("Title Report"). As evidenced in the Title Report, the applicant, Baptist Health Care, Inc., owns the abutting real property on either side of the rights-of-way to be vacated.

A description of the rights-of-way to be vacated is as follows:

1. "I" Street – a portion of "I" Street lying southerly of the south line of "Park Place" (Deed Book 70, Page 258) and northerly of the north right of way line of Mallory Street. See the Title Report descriptions for Parcels 42-A and 42-B which abut the "I" Street right-of-way to the West and parcels 80-A and 80-B abutting the right-of-way to the East.
2. 20-foot alley line between the easterly boundary of "I" street and the westerly boundary of "H" Street with lots 9 through 18, inclusive, to the north and lots 19 through 28, inclusive, to the south, all of Block 79, North Hill Highlands (Deed book 62, page 244). See the Title Report description of Block 79, North Hill Highlands, lots 9 through 28, for the property lying to the north and south of the right-of-way.
3. 20-foot alley line in Block 80, south of the south line of Park Place between the East right-of-way line of "I" Street and the west right-of-way line "H" Street. See the Title Report descriptions of Parcel 80-A for the northerly abutting property and the description of Parcel 80-B for the southerly abutting property.
4. The easterly 150 feet of that certain 20-foot alley lying within Block 42, Kupfrian Park (Deed Book 62, Page 245) and abutting the west boundary of "I" Street. See the description in the Title Report for Parcel 42-A as to the northerly abutting property and the description of Parcel 42-B as to the southerly abutting property.
5. That portion of Mallory Street which lies east of the East right-of-way line of "I" Street and the West line of that portion of Mallory Street previously vacated in Map Book 14, Page 311. See the Title Report descriptions for Parcel 41-A for the southerly abutting property and Parcel 42-B for the northerly abutting property.

The foregoing rights-of-way are requested to be vacated in order to properly consolidate ownership of the adjacent tracts for the purpose of developing affordable housing on the subject property.



## LEGAL DESCRIPTION: PARCEL 1 (PREPARED AT CLIENT'S REQUEST)

COMMENCE AT A 1" IRON ROD AT THE NORTHWEST CORNER OF LOT 7, BLOCK 42, KUPFRIAN PARK, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 62, PAGE 245, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA; THENCE GO SOUTH ALONG THE WEST LINE OF SAID BLOCK 42; ALSO BEING THE WEST RIGHT OF WAY LINE OF "J" STREET (50' R/W), FOR A DISTANCE OF 160.00 FEET TO THE NORTHWEST CORNER OF LOT 6, OF SAID BLOCK 42 AND THE POINT OF BEGINNING; THENCE GO EAST ALONG THE NORTH LINE OF LOTS 6, 5 AND 4 OF SAID BLOCK 42 FOR A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE GO NORTH ALONG AN EXTENSION OF THE EAST LINE OF SAID LOT 4 AND THE EAST LINE OF LOT 9 OF SAID BLOCK 42 A DISTANCE OF 14.70 FEET TO AN INTERSECTION WITH THE EXTENSION OF THE SOUTH LINE OF BLOCK 3, PARK PLACE, BEING THE PACKARD LAND COMPANY SUBDIVISION OF LOTS 1 AND 2 IN SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBA COUNTY, FLORIDA, RECORDED IN DEED BOOK 70, PAGE 256 OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARK PLACE A DISTANCE OF 330.00 FEET TO THE SOUTH EAST CORNER OF LOT 4, BLOCK 2 OF SAID PARK PLACE; THENCE GO NORTH ALONG THE EAST LINE OF SAID LOT 4 FOR A DISTANCE OF 80.20 FEET TO THE SOUTH RIGHT OF WAY LINE OF AVERY STREET (50' R/W), ALSO BEING THE NORTHEAST CORNER OF LOT 4; THENCE EAST ALONG SAID RIGHT OF WAY LINE FOR 205.00 FEET TO THE CENTERLINE OF "H" STREET (50' R/W) (VACATED O.R. BOOK 1036, PAGE 365); THENCE GO SOUTH ALONG THE SAID CENTERLINE OF "H" STREET FOR 680.00 FEET TO THE NORTH RIGHT OF WAY LINE OF MORENO STREET (R/W VARIES); THENCE GO WEST ALONG SAID RIGHT OF WAY LINE, ALSO BEING THE SOUTH LINE OF BLOCK 79, NORTH HILL HIGHLANDS, AS RECORDED IN DEED BOOK 62, PAGE 244, IN AFORESAID PUBLIC RECORDS FOR A DISTANCE OF 320.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 79; THENCE GO NORTH ALONG THE WEST LINE OF SAID BLOCK 79 AND ITS NORTHERLY EXTENSION A DISTANCE OF 380.00 FEET TO THE SOUTHWEST CORNER OF LOT 80 OF SAID NORTH HILL HIGHLANDS; THENCE GO WEST A DISTANCE OF 360.00 FEET ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID BLOCK 80 TO THE EAST R/W LINE OF "J" STREET (50' R/W); THENCE GO NORTH ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

## LEGAL DESCRIPTION: PARCEL 2 (PREPARED AT CLIENT'S REQUEST)

COMMENCE AT A 1" IRON ROD AT THE NORTHWEST CORNER OF LOT 7, BLOCK 42, KUPFRIAN PARK, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 62, PAGE 245, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA; THENCE GO EAST ALONG THE NORTH LINE OF SAID BLOCK 42, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF AVERY STREET (50' R/W), FOR A DISTANCE OF 480.00 FEET TO THE CENTERLINE OF "H" STREET (50' R/W) (VACATED O.R. BOOK 1036, PAGE 365) AND THE POINT OF BEGINNING; THENCE CONTINUE EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 270.00 FEET; THENCE GO SOUTH PARALLEL WITH THE SAID CENTERLINE OF "H" STREET FOR 680.00 FEET TO THE NORTH RIGHT OF WAY LINE OF MORENO STREET (R/W VARIES); THENCE GO WEST ALONG SAID RIGHT OF WAY LINE, ALSO BEING THE SOUTH LINE OF BLOCK 78, NORTH HILL HIGHLANDS, AS RECORDED IN DEED BOOK 62, PAGE 244, IN AFORESAID PUBLIC RECORDS FOR A DISTANCE OF 270.00 FEET TO THE AFORESAID CENTERLINE OF "H" STREET (50' R/W); THENCE GO NORTH ALONG THE SAID CENTERLINE A DISTANCE OF 680.00 FEET TO THE POINT OF BEGINNING.

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TELE: (850)-476-4768  
FAX: (850)-476-4945

## TYPE SURVEY

ASBLUIT

## CLIENT

## SCALE:

1"=50'  
ISSUE DATE: 04/13/24  
FIELD DATE: 03/28/24  
ORDER NO: 24-04-012  
FIELD BOOK: 2129/54  
DRAWN BY: CK

## SURVEYORS CERTIFICATE

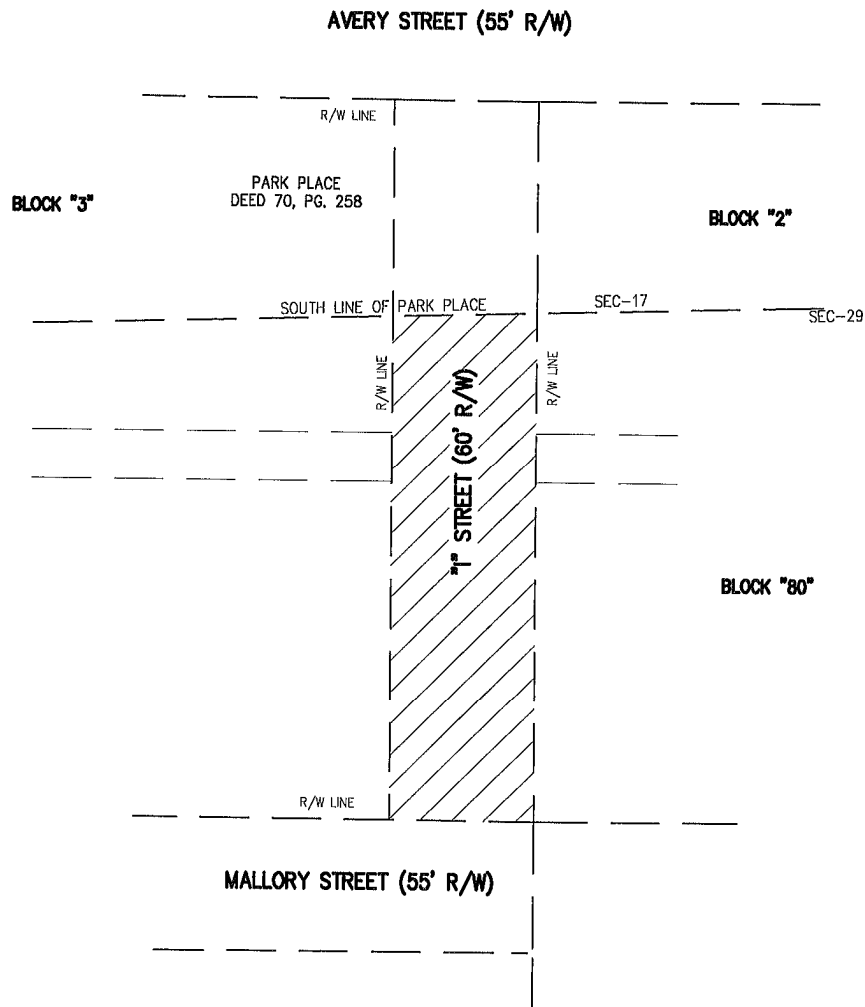
I HEREBY STATE THAT THIS SURVEY AND/OR SKETCH OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.

WILLIAM T. BUTLER  
REGISTERED LAND SURVEYOR NO. 3774

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER  
Florida Corporate No. LB 6112



NORTH PER R/W LINE OF "I" STREET  
AS N00°00'00"E (ASSUMED)



THAT PORTION OF "I" STREET (60' R/W) LYING SOUTH OF  
THE SOUTH LINE OF PARK PLACE, AS DESCRIBED IN DEED  
BOOK 70, PAGE 258, OF THE PUBLIC RECORDS OF ESCAMBIA  
COUNTY, FLORIDA, AND NORTH OF THE NORTH RIGHT OF WAY  
LINE OF MALLORY STREET (55' R/W) IN ESCAMBIA COUNTY,  
FLORIDA.

SKETCH ONLY, NOT A BOUNDARY SURVEY

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| SCALE  | TYPE           | ISSUE DATE | FIELD DATE | ORDER NO.   | FIELD BOOK |
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| 1"=50' | LEGAL & SKETCH | 9/25/24    | N/A        | 24-04-012-1 | N/A        |

| CERTIFICATE                                                                                                                                                                                                                                                                                                                                                                     |        |                              |        |                       |         |                                                                                                                     |
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| I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND DRAWING AS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS. |        |                              |        |                       |         |                                                                                                                     |
| • Degree                                                                                                                                                                                                                                                                                                                                                                        | P.R.C. | Point of Reverse Curvature   | B.S.L. | Building Setback Line | H/T     | Hub and Tack                                                                                                        |
| • Feet or Minutes                                                                                                                                                                                                                                                                                                                                                               | P.C.C. | Point of Compound Curvature  | D      | Dead                  | C.M.    | Concrete Monument                                                                                                   |
| • Inches or Seconds                                                                                                                                                                                                                                                                                                                                                             | P.R.M. | Permanent Reference Monument | P      | Plot                  | O/S     | Offset Point                                                                                                        |
| N                                                                                                                                                                                                                                                                                                                                                                               | R/W    | Right of Way                 | F      | Field                 | O.H.W.  | Overhead Utility Wire                                                                                               |
| South                                                                                                                                                                                                                                                                                                                                                                           | R.P.   | Radius Point                 | P.O.C. | Point of Commencement |         | Concrete or Pavement                                                                                                |
| East                                                                                                                                                                                                                                                                                                                                                                            | Δ      | Central Angle                | P.O.B. | Point of Beginning    |         | Wood Decking                                                                                                        |
| E                                                                                                                                                                                                                                                                                                                                                                               | R      | Radius                       | I.R.   | Iron Rod              |         | Covered Area                                                                                                        |
| West                                                                                                                                                                                                                                                                                                                                                                            | L      | Length of Arc                | C.I.R. | Capped Iron Rod       | ---x--- | Wire of Chain Link Fence                                                                                            |
| P.C.P.                                                                                                                                                                                                                                                                                                                                                                          | P      | Permanent Control Point      | P      | Iron Pipe             | ---+--- | Wooden Privacy Fence                                                                                                |
| P.T.                                                                                                                                                                                                                                                                                                                                                                            | C      | Point of Tangency            | N/D    | Well and Disk         |         |                                                                                                                     |
| P.C.                                                                                                                                                                                                                                                                                                                                                                            | C.B.   | Chord Bearing                |        |                       |         |                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                 |        |                              |        |                       |         | NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER |
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Fax: (850) 476-4945

WILLIAM T. BUTLER P.S.M. No. 3774

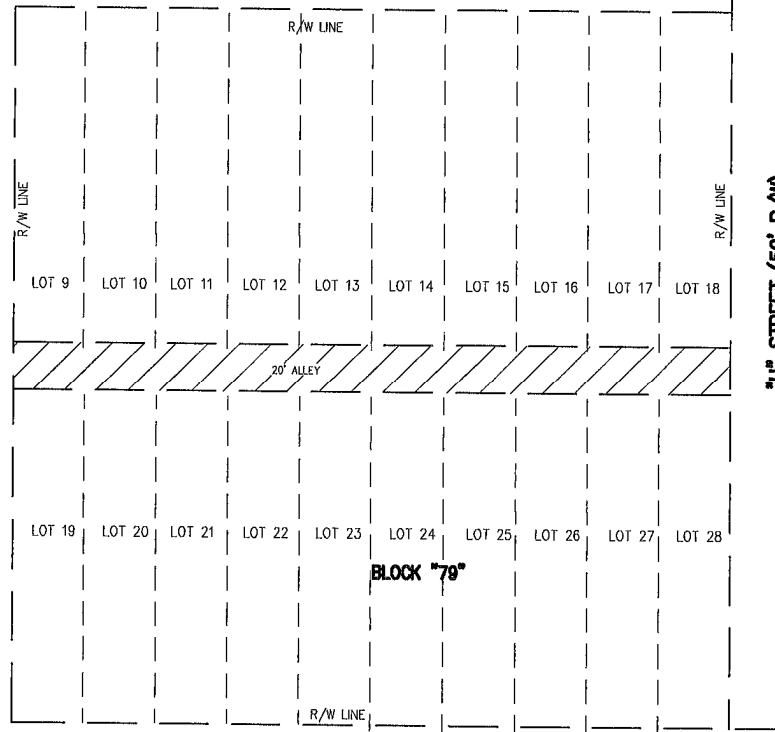


NORTH PER R/W LINE OF "H" STREET  
AS N00°00'00"E (ASSUMED)

"I" STREET (60' R/W)

MALLORY STREET (80' R/W)

"H" STREET (50' R/W)



MORENO STREET (R/W VARIES)

THE 20' ALLEY LYING EAST OF THE EAST RIGHT OF WAY LINE OF "I" STREET (60' R/W), WEST OF THE WEST RIGHT OF WAY LINE OF "H" STREET (50' R/W), SOUTH OF THE SOUTH LINE OF LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18, NORTH OF THE NORTH LINE OF LOTS 19, 20, 21, 22, 23, 24, 25, 26, 27 AND 28, BLOCK 79, NORTH HILL HIGHLANDS, A RESUBDIVISION OF THE DALLAS TRACT ACCORDING TO PLAT RECORDED IN DEED BOOK 62, PAGE 244, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SKETCH ONLY, NOT A BOUNDARY SURVEY

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Lands shown hereon were not obstructed for easements and/or right of way, recorded or unrecorded, by this firm. No search of the public records has been performed by this firm to determine any defects and/or ambiguities in the title. Underground portions of foundations, footings, or any other underground structures were not located unless otherwise noted. Measurements were made in accordance with United States standards. Property is subject to setbacks, easements and restrictions of record. This drawing only reflects setback lines which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record. This survey and/or sketch does not reflect or determine ownership. Federal and State copyright acts protect this survey and/or sketch from unauthorized use. This map is not to be copied or reproduced in whole or part and is not to be used for any other transaction. This survey and/or sketch cannot be used for the benefit of any other person, company or firm without consent of the copyright owner and is to be returned upon request.

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------|------------------------------|--------------------------|-------------------|----------|-----------------------------------|------------------------------|------------------|-------------------|------------------------------------|--------|------------------------|---------------------|-------------------------------------|--------|------------------|---------|------------------|---------|------------------------------|---------|-------------------|------------------------------|----------------------|--------|-----------------|---------------------------|--------------|--------|----------|---------------|--------------|--------------------------------|-----------------|------------------------|--------------------------|------------------------|---------|----------------|----------------------|-------------------------|--------------------|-------------------|--|
| SCALE<br>1"=50'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | TYPE<br>LEGAL & SKETCH              | ISSUE DATE<br>9/25/24        | FIELD DATE<br>N/A            | ORDER NO.<br>24-04-012-2 | FIELD BOOK<br>N/A |          |                                   |                              |                  |                   |                                    |        |                        |                     |                                     |        |                  |         |                  |         |                              |         |                   |                              |                      |        |                 |                           |              |        |          |               |              |                                |                 |                        |                          |                        |         |                |                      |                         |                    |                   |  |
| <p>I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND DRAWING AS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |                              |                              |                          |                   |          |                                   |                              |                  |                   |                                    |        |                        |                     |                                     |        |                  |         |                  |         |                              |         |                   |                              |                      |        |                 |                           |              |        |          |               |              |                                |                 |                        |                          |                        |         |                |                      |                         |                    |                   |  |
| <table><tr><td>• Degree</td><td>P.R.C. Point of Reverse Curvature</td><td>B.S.L. Building Setback Line</td><td>H/T Hub and Tack</td></tr><tr><td>• Feet or Minutes</td><td>P.C.C. Point of Compound Curvature</td><td>D Deed</td><td>C.M. Concrete Monument</td></tr><tr><td>• Inches or Seconds</td><td>P.R.M. Permanent Reference Monument</td><td>P Plot</td><td>O/S Offset Point</td></tr><tr><td>N North</td><td>R/W Right of Way</td><td>F Field</td><td>O.H.W. Overhead Utility Wire</td></tr><tr><td>S South</td><td>R.P. Radius Point</td><td>P.O.C. Point of Commencement</td><td>Concrete or Pavement</td></tr><tr><td>E East</td><td>Δ Central Angle</td><td>P.O.B. Point of Beginning</td><td>Wood Decking</td></tr><tr><td>W West</td><td>R Radius</td><td>I.R. Iron Rod</td><td>Covered Area</td></tr><tr><td>P.C.P. Permanent Control Point</td><td>L Length of Arc</td><td>C.I.R. Copied Iron Rod</td><td>Wire of Chain Link Fence</td></tr><tr><td>P.T. Point of Tangency</td><td>C Chord</td><td>I.P. Iron Pipe</td><td>Wooden Privacy Fence</td></tr><tr><td>P.C. Point of Curvature</td><td>C.B. Chord Bearing</td><td>N/D Nail and Disk</td><td></td></tr></table> |                                     |                              |                              |                          |                   | • Degree | P.R.C. Point of Reverse Curvature | B.S.L. Building Setback Line | H/T Hub and Tack | • Feet or Minutes | P.C.C. Point of Compound Curvature | D Deed | C.M. Concrete Monument | • Inches or Seconds | P.R.M. Permanent Reference Monument | P Plot | O/S Offset Point | N North | R/W Right of Way | F Field | O.H.W. Overhead Utility Wire | S South | R.P. Radius Point | P.O.C. Point of Commencement | Concrete or Pavement | E East | Δ Central Angle | P.O.B. Point of Beginning | Wood Decking | W West | R Radius | I.R. Iron Rod | Covered Area | P.C.P. Permanent Control Point | L Length of Arc | C.I.R. Copied Iron Rod | Wire of Chain Link Fence | P.T. Point of Tangency | C Chord | I.P. Iron Pipe | Wooden Privacy Fence | P.C. Point of Curvature | C.B. Chord Bearing | N/D Nail and Disk |  |
| • Degree                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | P.R.C. Point of Reverse Curvature   | B.S.L. Building Setback Line | H/T Hub and Tack             |                          |                   |          |                                   |                              |                  |                   |                                    |        |                        |                     |                                     |        |                  |         |                  |         |                              |         |                   |                              |                      |        |                 |                           |              |        |          |               |              |                                |                 |                        |                          |                        |         |                |                      |                         |                    |                   |  |
| • Feet or Minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | P.C.C. Point of Compound Curvature  | D Deed                       | C.M. Concrete Monument       |                          |                   |          |                                   |                              |                  |                   |                                    |        |                        |                     |                                     |        |                  |         |                  |         |                              |         |                   |                              |                      |        |                 |                           |              |        |          |               |              |                                |                 |                        |                          |                        |         |                |                      |                         |                    |                   |  |
| • Inches or Seconds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | P.R.M. Permanent Reference Monument | P Plot                       | O/S Offset Point             |                          |                   |          |                                   |                              |                  |                   |                                    |        |                        |                     |                                     |        |                  |         |                  |         |                              |         |                   |                              |                      |        |                 |                           |              |        |          |               |              |                                |                 |                        |                          |                        |         |                |                      |                         |                    |                   |  |
| N North                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | R/W Right of Way                    | F Field                      | O.H.W. Overhead Utility Wire |                          |                   |          |                                   |                              |                  |                   |                                    |        |                        |                     |                                     |        |                  |         |                  |         |                              |         |                   |                              |                      |        |                 |                           |              |        |          |               |              |                                |                 |                        |                          |                        |         |                |                      |                         |                    |                   |  |
| S South                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | R.P. Radius Point                   | P.O.C. Point of Commencement | Concrete or Pavement         |                          |                   |          |                                   |                              |                  |                   |                                    |        |                        |                     |                                     |        |                  |         |                  |         |                              |         |                   |                              |                      |        |                 |                           |              |        |          |               |              |                                |                 |                        |                          |                        |         |                |                      |                         |                    |                   |  |
| E East                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Δ Central Angle                     | P.O.B. Point of Beginning    | Wood Decking                 |                          |                   |          |                                   |                              |                  |                   |                                    |        |                        |                     |                                     |        |                  |         |                  |         |                              |         |                   |                              |                      |        |                 |                           |              |        |          |               |              |                                |                 |                        |                          |                        |         |                |                      |                         |                    |                   |  |
| W West                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | R Radius                            | I.R. Iron Rod                | Covered Area                 |                          |                   |          |                                   |                              |                  |                   |                                    |        |                        |                     |                                     |        |                  |         |                  |         |                              |         |                   |                              |                      |        |                 |                           |              |        |          |               |              |                                |                 |                        |                          |                        |         |                |                      |                         |                    |                   |  |
| P.C.P. Permanent Control Point                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | L Length of Arc                     | C.I.R. Copied Iron Rod       | Wire of Chain Link Fence     |                          |                   |          |                                   |                              |                  |                   |                                    |        |                        |                     |                                     |        |                  |         |                  |         |                              |         |                   |                              |                      |        |                 |                           |              |        |          |               |              |                                |                 |                        |                          |                        |         |                |                      |                         |                    |                   |  |
| P.T. Point of Tangency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | C Chord                             | I.P. Iron Pipe               | Wooden Privacy Fence         |                          |                   |          |                                   |                              |                  |                   |                                    |        |                        |                     |                                     |        |                  |         |                  |         |                              |         |                   |                              |                      |        |                 |                           |              |        |          |               |              |                                |                 |                        |                          |                        |         |                |                      |                         |                    |                   |  |
| P.C. Point of Curvature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | C.B. Chord Bearing                  | N/D Nail and Disk            |                              |                          |                   |          |                                   |                              |                  |                   |                                    |        |                        |                     |                                     |        |                  |         |                  |         |                              |         |                   |                              |                      |        |                 |                           |              |        |          |               |              |                                |                 |                        |                          |                        |         |                |                      |                         |                    |                   |  |

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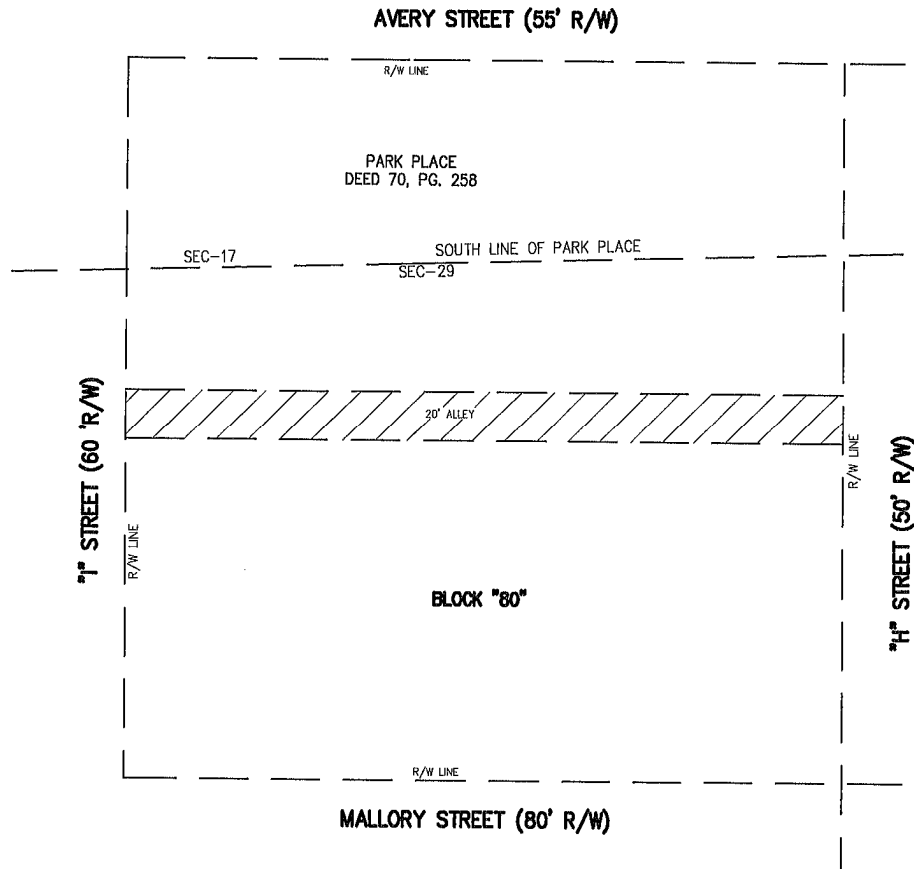
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P.O. Box 15147, Pensacola, FL 32514

(850) 478-4768  
Fax: (850) 478-4945

WILLIAM T. BUTLER P.S.M. No. 3774



NORTH PER R/W LINE OF "H" STREET  
AS N00°00'00"E (ASSUMED)



THE 20' ALLEY LYING IN BLOCK 80, SAID BLOCK LYING SOUTH OF THE SOUTH LINE OF PARK PLACE, DESCRIBED IN DEED BOOK 70, PAGE 258, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, EAST OF THE EAST RIGHT OF WAY LINE OF "I" STREET (60' R/W), NORTH OF THE NORTH RIGHT OF WAY LINE OF MALLORY STREET (80' R/W), AND THE WEST RIGHT OF WAY LINE OF "H" STREET (50' R/W), ACCORDING TO THE WATSON/OVERMAN MAP OF PENSACOLA COPYRIGHTED IN 1949.

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| REVISIONS | ISSUE DATE | FIELD DATE | FB./PG. |
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SCALE 1"=50' TYPE LEGAL & SKETCH ISSUE DATE 9/25/24 FIELD DATE N/A ORDER NO. 24-04-012-3 FIELD BOOK N/A

CERTIFICATE  
I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND DRAWING AS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.

|                                |                                     |                              |                              |
|--------------------------------|-------------------------------------|------------------------------|------------------------------|
| ° Degree                       | P.R.C. Point of Reverse Curvature   | B.S.L. Building Setback Line | H/T Hub and Tack             |
| " Feet or Minutes              | P.C.C. Point of Compound Curvature  | D Deed                       | C.M. Concrete Monument       |
| " Inches or Seconds            | P.R.M. Permanent Reference Monument | P Plat                       | O/S Offset Point             |
| N North                        | R/W Right of Way                    | F Field                      | O.H.W. Overhead Utility Wire |
| S South                        | R.P. Radius Point                   | P.O.C. Point of Commencement | Concrete or Pavement         |
| E East                         | Δ Central Angle                     | P.O.B. Point of Beginning    | Wood Decking                 |
| W West                         | R Radius                            | I.R. Iron Rod                | Covered Area                 |
| P.C.P. Permanent Control Point | L Length of Arc                     | C.I.R. Capped Iron Rod       | Wire of Chain Link Fence     |
| P.T. Point of Tangency         | C Chord                             | I.P. Iron Pipe               | Wooden Privacy Fence         |
| P.C. Point of Curvature        | C.B. Chord Bearing                  | N/D Nail and Disk            |                              |

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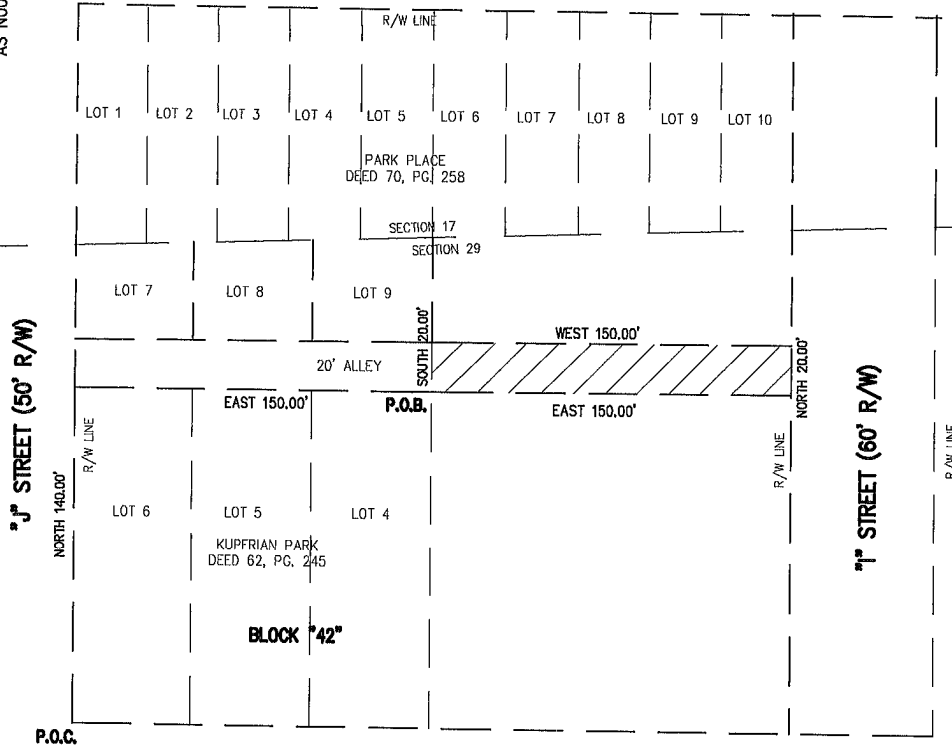
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P.O. Box 15147, Pensacola, FL 32514  
(850) 476-4768  
Fax: (850) 476-4945

WILLIAM T. BUTLER P.S.M. No. 3774



NORTH PER R/W LINE OF "J" STREET  
AS N00°00'00"E (ASSUMED)

### AVERY STREET (55' R/W)



### MALLORY STREET (55' R/W)

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 42, KUPFRIAN PARK, KUPFRIAN PARK COMPANY'S SUBDIVISION OF A PORTION OF SECTION 29 AND ALL OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID SUBDIVISION RECORDED IN DEED BOOK 62, PAGE 245 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE RUN NORTH ALONG THE WEST LINE OF SAID BLOCK A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF LOT 6 AND THE SOUTHWEST CORNER OF A 20' ALLEY; THENCE RUN EAST ALONG THE NORTH LINES OF LOTS 4, 5 AND 6 FOR 150.00 FEET TO THE NORTHEAST CORNER OF LOT 4 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ALLEYS EASTWARD EXTENSION 150.00 FEET TO THE WEST RIGHT OF WAY LINE OF "I" STREET (60' R/W); THENCE RUN NORTH ALONG SAID R/W LINE FOR 20.00 FEET TO THE INTERSECTION OF SAID R/W LINE WITH THE EASTWARD EXTENSION OF THE SOUTH LINES OF LOTS 7, 8 AND 9 OF SAID BLOCK 42; THENCE RUN WEST ALONG THE EXTENSION FOR 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 9; THENCE RUN SOUTH 20.00 FEET TO THE POINT OF BEGINNING.

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| REVISIONS | ISSUE DATE | FIELD DATE | FB./PG. |
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| SCALE  | TYPE           | LEGAL & SKETCH | ISSUE DATE | FIELD DATE | ORDER NO.   | FIELD BOOK |
|--------|----------------|----------------|------------|------------|-------------|------------|
| 1"=50' | LEGAL & SKETCH |                | 9/25/24    | N/A        | 24-04-012-4 | N/A        |

I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND DRAWING AS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.

|                     |        |                              |        |                       |        |                          |
|---------------------|--------|------------------------------|--------|-----------------------|--------|--------------------------|
| • Degree            | P.R.C. | Point of Reversal Curvature  | B.S.L. | Building Setback Line | H/T    | Hub and Tack             |
| • Feet or Minutes   | P.C.C. | Point of Compound Curvature  | P      | Plot                  | C.M.   | Concrete Monument        |
| • Inches or Seconds | P.R.M. | Permanent Reference Monument | F      | Field                 | O/S    | Offset Point             |
| N                   | R/W    | Right of Way                 | P.O.C. | Point of Commencement | O.H.W. | Overhead Utility Wire    |
| S                   | R.P.   | Radius Point                 | P.O.B. | Point of Beginning    |        | Concrete or Pavement     |
| E                   | Δ      | Central Angle                | I.R.   | Iron Rod              |        | Wood Decking             |
| W                   | R      | Radius                       | C.I.R. | Capped Iron Rod       | -X-X-  | Covered Area             |
| P.C.P.              | L      | Length of Arc                | I.P.   | Iron Pipe             | -+--+  | Wire of Chain Link Fence |
| P.T.                | C      | Chord                        | N/D    | Nail and Disk         |        | Wooden Privacy Fence     |
| P.C.                | C.B.   | Chord Bearing                |        |                       |        |                          |

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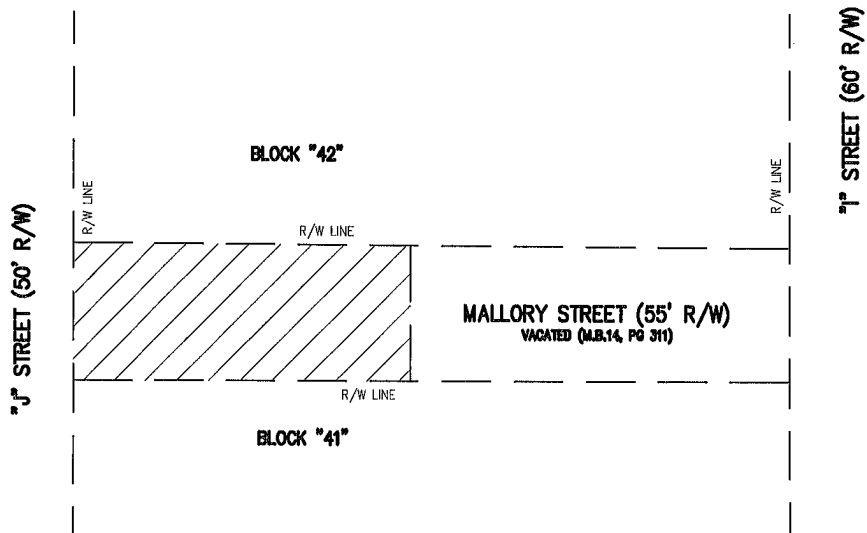
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P.O. Box 15147, Pensacola, FL 32514  
(850) 478-4768

WILLIAM T. BUTLER P.S.M. No. 3774





NORTH PER R/W LINE OF "H" STREET  
AS N00°00'00"E (ASSUMED)



THAT PORTION OF MALLORY STREET (55' R/W) LYING EAST OF THE EAST RIGHT OF WAY LINE OF "J" STREET (50' R/W), SOUTH OF THE SOUTH LINE OF BLOCK 42, KUPFRIAN PARK, KUPFRIAN PARK COMPANY'S SUBDIVISION OF A PORTION OF SECTION 29 AND ALL OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID SUBDIVISION RECORDED IN DEED BOOK 62, PAGE 245 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, WEST OF THE WEST LINE OF THAT PORTION OF MALLORY STREET (55' R/W) VACATED IN MAP BOOK 14, PAGE 311, ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND NORTH OF THE NORTH LINE OF BLOCK 41 OF SAID KUPFRIAN PARK.

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| SCALE<br>1"=50' | TYPE<br>LEGAL & SKETCH | ISSUE DATE<br>9/25/24 | FIELD DATE<br>N/A | ORDER NO.<br>24-04-012-5 | FIELD BOOK<br>N/A |
|-----------------|------------------------|-----------------------|-------------------|--------------------------|-------------------|

|                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                         |                                                                                                                                                                                                            |                                                                                                                                                                                                            |                      |                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND DRAWING AS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS. |                                                                                                                                                                                                                         |                                                                                                                                                                                                            |                                                                                                                                                                                                            |                      |                                                                                                                                                                            |
| • Degrees<br>" Feet or Minutes<br>" Inches or Seconds<br>N North<br>S South<br>E East<br>W West<br>P.C.P. Permanent Control Point<br>P.T. Point of Tangency<br>P.C. Point of Curvature                                                                                                                                                                                          | P.R.C. Point of Reverse Curvature<br>P.C.C. Point of Compound Curvature<br>P.R.M. Permanent Reference Monument<br>R/W Right of Way<br>R.P. Radius Point<br>R Radius<br>L Length of Arc<br>C Chord<br>C.B. Chord Bearing | B.S.L. Building Setback Line<br>D Deed<br>P Plot<br>F Field<br>P.O.C. Point of Commencement<br>P.O.B. Point of Beginning<br>I.R. Iron Rod<br>C.I.R. Copied Iron Rod<br>I.P. Iron Pipe<br>N/D Nail and Disk | H/T Hub and Tack<br>C.M. Concrete Monument<br>O/S Offset Point<br>O.H.W. Overhead Utility Wire<br>Concrete or Pavement<br>Wood Decking<br>Covered Area<br>Wire of Chain Link Fence<br>Wooden Privacy Fence | ---X-X---<br>---+--- | NOT VALID WITHOUT<br>THE SIGNATURE<br>AND THE ORIGINAL RAISED<br>SEAL OF A FLORIDA<br>LICENSED<br>PROFESSIONAL<br>SURVEYOR AND MAPPER<br><br>Florida Corporate No. LB 6112 |



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Fax: (850) 476-4945

WILLIAM T. BUTLER P.S.M. No. 3774 ☐

## Ownership and Encumbrance Report

**First American Issuing Office:**

First American Title Insurance Company  
PO Box 776123  
Chicago, IL 60677-6123

**Customer Reference Number: Baptist Hospital**

**First American File Number: 110490925**

**Prepared For:**

Nelson Mullins Riley & Scarborough LLP  
P.O. Box 4961  
Orlando, FL 32802

**Legal Description:**

LEGAL DESCRIPTION: PARCEL 42-A

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 42, KUPFRIAN PARK, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 62, PAGE 245, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (55 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF "J" STREET (50 FOOT RIGHT OF WAY); THENCE NORTHERLY, ALONG THE WESTERLY LINE OF SAID BLOCK 42 AND EASTERLY RIGHT OF WAY LINE OF "J" STREET, A DISTANCE OF 39.54 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTHERLY LINE OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN EASTERLY, ALONG THE NORTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 300.14 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID BLOCK 42 AND WESTERLY RIGHT OF WAY LINE OF "I" STREET; THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF SAID BLOCK 42 AND WESTERLY RIGHT OF WAY LINE OF "I" STREET, A DISTANCE OF 48.02 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID ALLEY (20 FOOT RIGHT OF WAY); THENCE RUN WESTERLY, ALONG SAID NORTHERLY LINE OF AN ALLEY, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING

LEGAL DESCRIPTION: PARCEL 42-B

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 42, KUPFRIAN PARK, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 62, PAGE 245, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (55 FOOT RIGHT OF WAY) AND THE WESTERLY RIGHT OF WAY LINE OF "I" STREET (60 FOOT RIGHT OF WAY); THENCE RUN WESTERLY, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (55 FOOT RIGHT OF WAY) A DISTANCE OF 300.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 42, ALSO BEING AT THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET AND THE EASTERLY RIGHT OF WAY LINE OF "J" STREET (50 FOOT RIGHT OF WAY); THENCE NORTHERLY, ALONG THE WESTERLY LINE OF SAID BLOCK 42 AND EASTERLY RIGHT OF WAY LINE OF "J" STREET, A DISTANCE OF 140.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN EXISTING ALLEY (20 FOOT RIGHT OF WAY); THENCE RUN EASTERLY, ALONG SAID SOUTHERLY LINE OF AN EXISTING ALLEY, A DISTANCE OF 300.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF "I" STREET (60 FOOT RIGHT OF WAY) AND EASTERLY LINE OF BLOCK 42; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF "I" STREET AND EASTERLY LINE OF BLOCK 42, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING

LEGAL DESCRIPTION: PARCEL 80-A

COMMENCING AT A POINT ON THE SOUTHWEST CORNER OF BLOCK 80, NORTH HILL HIGHLANDS, ACCORDING TO THE PLAT OF RE-SUBDIVISION OF DALLAS TRACT, RECORDED IN DEED BOOK 26, PAGE 244, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (80 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF "I" STREET (60 FOOT RIGHT OF WAY); THENCE RUN NORTHERLY, ALONG THE WESTERLY RIGHT OF WAY LINE OF "I" STREET AND WESTERLY LINE OF SAID BLOCK 80, A DISTANCE OF 160.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE OF "I" STREET AND WESTERLY LINE OF SAID BLOCK 80, A DISTANCE OF 51.06 FEET, MORE OR LESS, TO THE TO AN INTERSECTION WITH THE NORTHERLY LINE OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN EASTERLY, ALONG THE NORTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 300.14 FEET TO THE WESTERLY RIGHT OF WAY LINE OF "H" STREET (50 FOOT RIGHT OF WAY) AND EASTERLY LINE OF BLOCK 80; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF "H" STREET AND EASTERLY LINE OF BLOCK 80, A DISTANCE OF 60.19 FEET, MORE OR LESS, TO THE AFORESAID NORTHERLY LINE OF AN EXISTING ALLEY; THENCE RUN WESTERLY, ALONG SAID NORTHERLY LINE OF THE EXISTING ALLEY, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PARCEL 80-B

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 80, NORTH HILL HIGHLANDS, ACCORDING TO THE PLAT OF RE-SUBDIVISION OF DALLAS TRACT, RECORDED IN DEED BOOK 26, PAGE 244, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (80 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF "I" STREET (60 FOOT RIGHT OF WAY); THENCE RUN NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE OF "I" STREET AND WESTERLY LINE OF SAID BLOCK 80, A DISTANCE OF 140.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN EXISTING ALLEY (20 FOOT RIGHT OF WAY); THENCE RUN EASTERLY, ALONG SAID SOUTHERLY LINE OF AN EXISTING ALLEY, A DISTANCE OF 300.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF "H" STREET (50 FOOT RIGHT OF WAY) AND EASTERLY LINE OF BLOCK 80; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF "H" STREET AND EASTERLY LINE OF BLOCK 80, A DISTANCE OF 140.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET AND THE WESTERLY RIGHT OF WAY LINE OF "H" STREET (60 FOOT RIGHT OF WAY) ALSO BEING THE SOUTHEAST CORNER OF BLOCK 80; THENCE WESTERLY, ALONG THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET AND SOUTH LINE OF BLOCK 80, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PARCEL 41-A

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 41 KUPFRIAN PARK, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 62, PAGE 245, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF MALLORY STREET (55 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF "J" STREET (50 FOOT RIGHT OF WAY); THENCE EASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF MALLORY STREET AND NORTHERLY LINE OF BLOCK 41 A DISTANCE OF 150.00 FEET; THENCE SOUTHERLY, PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF "J" STREET, A DISTANCE OF 140.00 FEET TO THE NORTHERLY LINE OF AN EXISTING ALLEY; THENCE RUN WESTERLY, ALONG SAID NORTHERLY LINE OF THE EXISTING ALLEY, A DISTANCE OF 150.00 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF "J" STREET AND WESTERLY LINE OF BLOCK 41; THENCE NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE OF "J" STREET AND WESTERLY LINE OF BLOCK 41, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

AND

LOTS 9 TO 28, INCLUSIVE, BLOCK 79, NORTH HILL HIGHLANDS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN DEED BOOK 62, PAGE 244, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

**1. Grantee(s) In Last Deed of Record:**

Baptist Health Care, Inc., a Florida not for profit corporation, successor by merger to Baptist Health Care, Inc., a Florida not for profit corporation and Baptist Hospital, Inc., a Florida not-for-profit corporation, by virtue of Deed Book 203, Page 207; Deed Book 203, Page 302; Deed Book 206, Page 215; Deed Book 213, Page 526; Deed Book 254, Page 269; Deed Book 280, Page 540; Deed Book 295, Page 232; Deed Book 296, Page 29, Deed Book 296, Page 223; Deed Book 254, Page 269; Deed Book 296, Page 182; Deed Book 296, Page 185; Deed Book 420, Page 133; Deed Book 423, Page 203; Deed Book 482, Page 730; Deed Book 423, Page 283; Deed Book 483, Page 736; Deed Book 431, Page 131; Book 1036, Page 365; Book 1465, Page 574; Book 1984, Page 989; Book 2001, Page 42; Book 2001, Page 44; Book 2004, Page 222; Book 2871, Page 966; Book 2871, Page 981; Book 2873, Page 837 and Book 8899, Page 1852

**2. Encumbrances/Matters Affecting Title** (Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements, tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (attach an exhibit, if necessary)):

(X) Exhibit Attached    () Exhibit Not Attached.

| <b><u>Type of Instrument</u></b>          | <b><u>O.R.Book</u></b> | <b><u>Page</u></b> |
|-------------------------------------------|------------------------|--------------------|
| Plat of North Hill Highlands              | DB 62                  | 244                |
| Underground Easement for Electric Service | 1987                   | 357                |
| Utility Easement                          | 2798                   | 605                |
| Declaration of Covenants and Restrictions | 7016                   | 772                |
| Waiver of Right of First Refusal          | 9093                   | 138                |
| Underground Distribution Easement         | 7293                   | 231                |
| Tree Trim, Cut and Removal Easement       | 7678                   | 1322               |
| Declaration of Restrictive Covenant       | 8704                   | 939                |

Copies of the Encumbrances/Matters Affecting Title (**X**) are ( ) are not included with this Report.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 000S009050024079; 000S009050001058; 000S009050001080; 000S009050004080; 000S0090500019079; and 000S009050005080 for tax year 2023

Gross Tax: \$ ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years: None

Map Code:

Assessment: \$

**Customer Reference Number:**  
**First American File Number: 110490925**

## **Certificate**

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from Earliest Public Records to September 19, 2024 at 8:00 a.m.. The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of ESCAMBIA County, Florida, affecting title to the property described therein. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company

A handwritten signature in black ink, appearing to read "Michael Abbey", is written over a faint, illegible printed name.

Michael Abbey, as SVP, Division Region Manager

Dated:10/04/2024



| <b>Department:</b> | <b>Comments:</b>                                                                                                     |
|--------------------|----------------------------------------------------------------------------------------------------------------------|
| Planning           | No comment.                                                                                                          |
| FIRE               | No comment.                                                                                                          |
| PW/E               | No comment (Streets and Traffic).                                                                                    |
| Surveyor           | No comment.                                                                                                          |
| Inspection Svcs    | No comment.                                                                                                          |
| Pensacola Energy   | No objection - see attached.                                                                                         |
| ECUA               | No objection - see attached.                                                                                         |
| FPL                | No objection - see attached. Request to retain 30' easement in Mallory Street south portion for existing facilities. |
| ATT                | No objection - see attached.                                                                                         |
| FDOT               | No comment.                                                                                                          |
| CRA                | No comment.                                                                                                          |
| Parking            | No comment.                                                                                                          |
| Airport            | No comment.                                                                                                          |
| Arborist           | No comment.                                                                                                          |

## Gregg Harding

---

**From:** KENNINGTON, STEPHEN <sk1674@att.com>  
**Sent:** Thursday, October 24, 2024 9:12 AM  
**To:** Gregg Harding  
**Cc:** CHANDLER, JASON; MARTIN, JEREMY C; Leslie Odom  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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

Original response is valid.

**Stephen Kennington** <><  
Manager – OSP Plng and Eng  
Technology Operations

**AT&T**  
6689 E Magnolia St, Milton, FL 32570  
o 850.512.4848 | [sk1674@att.com](mailto:sk1674@att.com)  
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---

**From:** Gregg Harding <GHarding@cityofpensacola.com>  
**Sent:** Thursday, October 24, 2024 9:02 AM  
**To:** KENNINGTON, STEPHEN <sk1674@att.com>  
**Cc:** CHANDLER, JASON <jc5372@att.com>; MARTIN, JEREMY C <jm342w@att.com>; Leslie Odom <LOdom@cityofpensacola.com>  
**Subject:** RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

That is correct – the yellow areas indicate the current vacation request, and the applicants are also asking that the city not retain an easement if those arears are approved to be vacated. They include the two west-east running alleyways, a portion of Mallory Street in the west, and a portion of 'I' Street. This is the old Baptist Hospital campus, and the subject rights-of-way were discovered as never being formally vacated by the County or City.

'H' Street is not included in the vacation application, and it was vacated in the 1970s (attached is vacating ordinance 1036 pg 364). Additionally, the non-highlighted portion of Mallory Street is not considered in the application since it was vacated in the 1950s (also attached is deed book 460, page 171).

Please let me know if you have any questions. Thank you.

**Gregg Harding, RPA**  
*Assistant Planning & Zoning Division Manager*

Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.435.1676  
[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** KENNINGTON, STEPHEN <[sk1674@att.com](mailto:sk1674@att.com)>  
**Sent:** Thursday, October 24, 2024 8:47 AM  
**To:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Cc:** CHANDLER, JASON <[jc5372@att.com](mailto:jc5372@att.com)>; MARTIN, JEREMY C <[jm342w@att.com](mailto:jm342w@att.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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

The yellow area is the area being vacated? I see part of Mallory and H labeled as vacated. Please clarify.

**Stephen Kennington** <><  
Manager – OSP Plng and Eng  
Technology Operations

**AT&T**  
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o 850.512.4848 | [sk1674@att.com](mailto:sk1674@att.com)  
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**From:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Sent:** Thursday, October 24, 2024 8:40 AM  
**To:** KENNINGTON, STEPHEN <[sk1674@att.com](mailto:sk1674@att.com)>  
**Cc:** CHANDLER, JASON <[jc5372@att.com](mailto:jc5372@att.com)>; MARTIN, JEREMY C <[jm342w@att.com](mailto:jm342w@att.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Subject:** RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Resending to include a site map of the subject rights-of-way. Thanks again Stephen. Please let me know if you have questions and I look forward to your response.

**Gregg Harding, RPA**  
Assistant Planning & Zoning Division Manager  
Visit us at <http://cityofpensacola.com>

222 W Main St.  
Pensacola, FL 32502  
Office: 850.435.1676  
[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** Gregg Harding  
**Sent:** Thursday, October 24, 2024 8:39 AM  
**To:** KENNINGTON, STEPHEN <[sk1674@att.com](mailto:sk1674@att.com)>  
**Cc:** CHANDLER, JASON <[jc5372@att.com](mailto:jc5372@att.com)>; MARTIN, JEREMY C <[jm342w@att.com](mailto:jm342w@att.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Subject:** RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Thank you for your response, Stephen! I'll update my contacts so Jason and Jeremy are included in the future, and I will remove Tim and Karl.

Just to confirm your response – it is my understanding that AT&T has no utility infrastructure nor future need for utility infrastructure within the limits of the rights-of-way indicated. Should any be found in the future, repair and/or relocation cost will be at the expense of the property owners. Can you please confirm?

Thank you again for your time and I look forward to working with Jason and Jeremy.

**Gregg Harding, RPA**  
*Assistant Planning & Zoning Division Manager*  
Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.435.1676  
[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** KENNINGTON, STEPHEN <[sk1674@att.com](mailto:sk1674@att.com)>  
**Sent:** Thursday, October 24, 2024 6:39 AM  
**To:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Cc:** CHANDLER, JASON <[jc5372@att.com](mailto:jc5372@att.com)>; MARTIN, JEREMY C <[jm342w@att.com](mailto:jm342w@att.com)>  
**Subject:** [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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

Greg,

Both Tim and Karl are no longer with AT&T. I am copying Jason and Jeremy to add for future notifications.

For the subject area, AT&T Florida has no facilities or structures that appear to be in conflict. Should facilities be discovered and found to be in use, repair and/or relocation cost would be by others.

**Stephen Kennington <><**  
Manager – OSP Plng and Eng  
Technology Operations

**AT&T**  
6689 E Magnolia St, Milton, FL 32570  
o 850.512.4848 | [sk1674@att.com](mailto:sk1674@att.com)  
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---

**From:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Sent:** Wednesday, October 23, 2024 12:02 PM  
**To:** KENNINGTON, STEPHEN <[sk1674@att.com](mailto:sk1674@att.com)>; Tim Edgar (AT&T) <[te1810@att.com](mailto:te1810@att.com)>; Karl Fenner (AT&T) <[kf5345@att.com](mailto:kf5345@att.com)>  
**Cc:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Subject:** RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Good morning, AT&T.

Just checking in to see if there are any comments or concerns so far regarding the City of Pensacola vacation of right-of-way and easement extinguishment application provided on 10/14/2024. The initial email is below and the application is attached –

*All,*

*See the attached application for the vacation of rights-of-way at the Baptist Hospital campus located at 125 Baptist Way (DISTRICT 7). This is scheduled for the November 12 Planning Board meeting.*

*Please be aware that the applicants are also requesting the extinguishment of any underlying easements associated with the subject rights-of-way.*

*If you could provide comments by **October 25, 2024**, it would be greatly appreciated. If no response is provided, we will interpret the 'no response' as the department having no issues or concerns with the request and will report it as such in our Board report.*

*Thank you very much for your time and please let me know if there are any questions.*

Please let me know if you have any questions. Thank you.

**Gregg Harding, RPA**

Assistant Planning & Zoning Division Manager

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** Gregg Harding

**Sent:** Monday, October 14, 2024 4:30 PM

**To:** Adam Cobb <[ACobb@cityofpensacola.com](mailto:ACobb@cityofpensacola.com)>; Adrienne Walker <[AWalker@cityofpensacola.com](mailto:AWalker@cityofpensacola.com)>; Alex Smith <[AlexSmith@cityofpensacola.com](mailto:AlexSmith@cityofpensacola.com)>; Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Amy Miller <[AMiller@cityofpensacola.com](mailto:AMiller@cityofpensacola.com)>; Amy Tootle <[ATootle@cityofpensacola.com](mailto:ATootle@cityofpensacola.com)>; Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Andrew Briske <[ABriske@cityofpensacola.com](mailto:ABriske@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Caitlin Cerame <[CCerame@cityofpensacola.com](mailto:CCerame@cityofpensacola.com)>; Chase Crawford <[CCrawford@cityofpensacola.com](mailto:CCrawford@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; David Forte <[DForte@cityofpensacola.com](mailto:DForte@cityofpensacola.com)>; DC Reeves <[DCReeves@cityofpensacola.com](mailto:DCReeves@cityofpensacola.com)>; Deana Stallworth <[DeStallworth@cityofpensacola.com](mailto:DeStallworth@cityofpensacola.com)>; Dustin Merritt <[DMerritt@cityofpensacola.com](mailto:DMerritt@cityofpensacola.com)>; Efrin Rodriguez (Verizon) <[efrian.rodriguez@oneverizon.com](mailto:efrian.rodriguez@oneverizon.com)>; Emily Madigan <[EMadigan@cityofpensacola.com](mailto:EMadigan@cityofpensacola.com)>; Erica Grancagnolo <[EGrancagnolo@cityofpensacola.com](mailto:EGrancagnolo@cityofpensacola.com)>; Ginny Cranor <[GCranor@cityofpensacola.com](mailto:GCranor@cityofpensacola.com)>; Harolyn Gobert (FPL) <[harolyn.gobert@nexteraenergy.com](mailto:harolyn.gobert@nexteraenergy.com)>; Hilary Halford <[HHalford@cityofpensacola.com](mailto:HHalford@cityofpensacola.com)>; Jared White <[JWhite@cityofpensacola.com](mailto:JWhite@cityofpensacola.com)>; Jim Jernigan (FPL) <[jim.jernigan@fpl.com](mailto:jim.jernigan@fpl.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[kf5345@att.com](mailto:kf5345@att.com)>; Katherine Kuhn <[KKuhn@cityofpensacola.com](mailto:KKuhn@cityofpensacola.com)>; Ken Ibold <[KIbold@cityofpensacola.com](mailto:KIbold@cityofpensacola.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Lissa A. Dees <[LDees@cityofpensacola.com](mailto:LDees@cityofpensacola.com)>; Matt Coughlin <[MCoughlin@cityofpensacola.com](mailto:MCoughlin@cityofpensacola.com)>; Nate Edler <[NEdler@cityofpensacola.com](mailto:NEdler@cityofpensacola.com)>; Patrick Davidson <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Paul A Kelly (GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Rachel Bennett <[RBennett@cityofpensacola.com](mailto:RBennett@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Robert Slayton <[RSlayton@cityofpensacola.com](mailto:RSlayton@cityofpensacola.com)>; Roy Remington <[RRemington@cityofpensacola.com](mailto:RRemington@cityofpensacola.com)>; Ryan Fitzgerald <[RFitzgerald@cityofpensacola.com](mailto:RFitzgerald@cityofpensacola.com)>; Seth Thomason (FDOT) <[seth.thomason@dot.state.fl.us](mailto:seth.thomason@dot.state.fl.us)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Sommer Johnson (FP&L) <[sommer.johnson@fpl.com](mailto:sommer.johnson@fpl.com)>; Stacey Mcleod <[stacey.mcleod@dot.state.fl.us](mailto:stacey.mcleod@dot.state.fl.us)>; Stephanie Chwastyk <[Schwastyk@cityofpensacola.com](mailto:Schwastyk@cityofpensacola.com)>; Stephen Kennington (AT&T) <[sk1674@att.com](mailto:sk1674@att.com)>; Tim Edgar (AT&T) <[te1810@att.com](mailto:te1810@att.com)>; Troy Young (Cox) <[troy.young@cox.com](mailto:troy.young@cox.com)>; Victoria D'Angelo <[VDangelo@cityofpensacola.com](mailto:VDangelo@cityofpensacola.com)>; Wendy Gavin <[WGavin@cityofpensacola.com](mailto:WGavin@cityofpensacola.com)>; William Moore (FDOT) <[William.Moore@dot.state.fl.us](mailto:William.Moore@dot.state.fl.us)>

**Subject:** Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

All,

See the attached application for *the vacation of rights-of-way* at the Baptist Hospital campus located at 125 Baptist Way (DISTRICT 7). This is scheduled for the November 12 Planning Board meeting.

Please be aware that the applicants are also requesting the extinguishment of any underlying easements associated with the subject rights-of-way.



If you could provide comments by **October 25, 2024**, it would be greatly appreciated. If no response is provided, we will interpret the 'no response' as the department having no issues or concerns with the request and will report it as such in our Board report.

Thank you very much for your time and please let me know if there are any questions.

**Gregg Harding, RPA**

*Assistant Planning & Zoning Division Manager*

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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## Gregg Harding

---

**From:** Andre Calaminus <andre.calaminus@ecua.fl.gov>  
**Sent:** Monday, October 28, 2024 11:55 AM  
**To:** Gregg Harding  
**Cc:** Leslie Odom  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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

Hi Gregg,

Yes, that is correct.

Thanks,

**Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |**  
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: [www.ecua.fl.gov](http://www.ecua.fl.gov) |  
Phone: (850) 969-5822 | Fax: (850) 969-6511 |

---

**From:** Gregg Harding <GHarding@cityofpensacola.com>  
**Sent:** Monday, October 28, 2024 9:21 AM  
**To:** Andre Calaminus <andre.calaminus@ecua.fl.gov>  
**Cc:** Leslie Odom <LOdom@cityofpensacola.com>  
**Subject:** RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

**\*\*WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders**

Thanks, Andre.

Just to confirm your response – it is my understanding that ECUA has no utility infrastructure nor future need for utility infrastructure within the limits of the rights-of-way indicated (highlighted in the attached). So long as the vacation does not expand outside those areas, an easement for ECUA is not needed.

Additionally - the privately owned sewer mains within the site must be capped/abandoned at the point of connection to ECUA's system, and no easements or interests may be extinguished within the 'H' Street right-of-way (or anywhere else outside the subject vacation request).

I also understand that additional comments may be forthcoming. Can you please confirm?

Thanks!

**Gregg Harding, RPA**  
*Assistant Planning & Zoning Division Manager*  
Visit us at <http://cityofpensacola.com>

222 W Main St.  
Pensacola, FL 32502  
Office: 850.435.1676  
[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>  
**Sent:** Friday, October 25, 2024 3:33 PM  
**To:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Cc:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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Thanks Gregg, this is helpful. Glad to hear Les is getting a vacation! As for the comments regarding the r/w vacation request:

ECUA has no objection to the request to vacate the alleyways/rights-of-way, with the following understandings:

- There appears to private gravity sewer mains within some of the areas requested to be vacated. These are not ECUA-owned or maintained pipes, but they will need to be capped/abandoned at the point of connection to ECUA's system.
- ECUA has active infrastructure within the 'H' Street former right-of-way. ECUA does not extinguish any underlying easements or interests in areas that may intersect with the former 'H' St right-of-way or any area with active ECUA infrastructure.

I'm still waiting on responses from some ECUA staff, so additional comments may be forthcoming.

Thank you,

**Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |**  
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: [www.ecua.fl.gov](http://www.ecua.fl.gov) |  
Phone: (850) 969-5822 | Fax: (850) 969-6511 |

---

**From:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Sent:** Wednesday, October 23, 2024 11:56 AM  
**To:** Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>  
**Cc:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Subject:** RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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Hey Andre,

No worries at all. I've been meaning to email you, just to see if there's anything we can provide. Les is out of town this week on a well-deserved vacation. See if the attached is what you are looking for and let me know if there's anything else I need to look into. Thanks.

**Gregg Harding, RPA**

*Assistant Planning & Zoning Division Manager*

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>

**Sent:** Wednesday, October 23, 2024 11:29 AM

**To:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>

**Cc:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>

**Subject:** [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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Hi Gregg, I'm running a bit behind on this one. Hope to have comments to you by the 25<sup>th</sup>

Les: do you happen to have a copy of OR Book 1036 page 365 which vacated a portion of 'H' St and Mallory St in this area, as per the city atlas page below?

Thanks



**Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |**  
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: [www.ecua.fl.gov](http://www.ecua.fl.gov) |  
Phone: (850) 969-5822 | Fax: (850) 969-6511 |

**From:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>

**Sent:** Monday, October 14, 2024 4:30 PM

**To:** Adam Cobb <[ACobb@cityofpensacola.com](mailto:ACobb@cityofpensacola.com)>; Adrienne Walker <[AWalker@cityofpensacola.com](mailto:AWalker@cityofpensacola.com)>; Alex Smith <[AlexSmith@cityofpensacola.com](mailto:AlexSmith@cityofpensacola.com)>; Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Amy Miller <[AMiller@cityofpensacola.com](mailto:AMiller@cityofpensacola.com)>; Amy Tootle <[ATootle@cityofpensacola.com](mailto:ATootle@cityofpensacola.com)>; Andre Calaminus

<[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Andrew Briske <[ABriske@cityofpensacola.com](mailto:ABriske@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Caitlin Cerame <[CCerame@cityofpensacola.com](mailto:CCerame@cityofpensacola.com)>; Chase Crawford <[CCrawford@cityofpensacola.com](mailto:CCrawford@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; David Forte <[DForte@cityofpensacola.com](mailto:DForte@cityofpensacola.com)>; DC Reeves <[DCReeves@cityofpensacola.com](mailto:DCReeves@cityofpensacola.com)>; Deana Stallworth <[DeStallworth@cityofpensacola.com](mailto:DeStallworth@cityofpensacola.com)>; Dustin Merritt <[DMerritt@cityofpensacola.com](mailto:DMerritt@cityofpensacola.com)>; Efrian Rodriguez (Verizon) <[efrian.rodriguez@oneverizon.com](mailto:efrian.rodriguez@oneverizon.com)>; Emily Madigan <[EMadigan@cityofpensacola.com](mailto:EMadigan@cityofpensacola.com)>; Erica Grancagnolo <[EGrancagnolo@cityofpensacola.com](mailto:EGrancagnolo@cityofpensacola.com)>; Ginny Cranor <[GCranor@cityofpensacola.com](mailto:GCranor@cityofpensacola.com)>; Harolyn Gobert (FPL) <[harolyn.gobert@nexteraenergy.com](mailto:harolyn.gobert@nexteraenergy.com)>; Hilary Halford <[HHalford@cityofpensacola.com](mailto:HHalford@cityofpensacola.com)>; Jared White <[JWhite@cityofpensacola.com](mailto:JWhite@cityofpensacola.com)>; Jim Jernigan (FPL) <[jim.jernigan@fpl.com](mailto:jim.jernigan@fpl.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[kf5345@att.com](mailto:kf5345@att.com)>; Katherine Kuhn <[KKuhn@cityofpensacola.com](mailto:KKuhn@cityofpensacola.com)>; Ken Ibold <[kibold@cityofpensacola.com](mailto:kibold@cityofpensacola.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Lissa A. Dees <[LDees@cityofpensacola.com](mailto:LDees@cityofpensacola.com)>; Matt Coughlin <[MCoughlin@cityofpensacola.com](mailto:MCoughlin@cityofpensacola.com)>; Nate Edler <[NEdler@cityofpensacola.com](mailto:NEdler@cityofpensacola.com)>; Patrick Davidson <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Paul A Kelly (GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Rachel Bennett <[RBennett@cityofpensacola.com](mailto:RBennett@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Robert Slayton <[RSlayton@cityofpensacola.com](mailto:RSlayton@cityofpensacola.com)>; Roy Remington <[RRemington@cityofpensacola.com](mailto:RRemington@cityofpensacola.com)>; Ryan Fitzgerald <[RFitzgerald@cityofpensacola.com](mailto:RFitzgerald@cityofpensacola.com)>; Seth Thomason (FDOT) <[seth.thomason@dot.state.fl.us](mailto:seth.thomason@dot.state.fl.us)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Sommer Johnson (FP&L) <[sommer.johnson@fpl.com](mailto:sommer.johnson@fpl.com)>; Stacey Mcleod <[stacey.mcleod@dot.state.fl.us](mailto:stacey.mcleod@dot.state.fl.us)>; Stephanie Chwastyk <[SChwastyk@cityofpensacola.com](mailto:SChwastyk@cityofpensacola.com)>; Stephen Kennington (AT&T) <[sk1674@att.com](mailto:sk1674@att.com)>; Tim Edgar (AT&T) <[te1810@att.com](mailto:te1810@att.com)>; Troy Young (Cox) <[troy.young@cox.com](mailto:troy.young@cox.com)>; Victoria D'Angelo <[VDangelo@cityofpensacola.com](mailto:VDangelo@cityofpensacola.com)>; Wendy Gavin <[WGavin@cityofpensacola.com](mailto:WGavin@cityofpensacola.com)>; William Moore (FDOT) <[William.Moore@dot.state.fl.us](mailto:William.Moore@dot.state.fl.us)>  
**Subject:** Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

**\*\*WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders**

All,

See the attached application for *the vacation of rights-of-way* at the Baptist Hospital campus located at 125 Baptist Way (DISTRICT 7). This is scheduled for the November 12 Planning Board meeting.

Please be aware that the applicants are also requesting the extinguishment of any underlying easements associated with the subject rights-of-way.

If you could provide comments by **October 25, 2024**, it would be greatly appreciated. If no response is provided, we will interpret the 'no response' as the department having no issues or concerns with the request and will report it as such in our Board report.

Thank you very much for your time and please let me know if there are any questions.

**Gregg Harding, RPA**

*Assistant Planning & Zoning Division Manager*

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)



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## Gregg Harding

---

**From:** Johnson, Sommer <Sommer.Johnson@fpl.com>  
**Sent:** Wednesday, October 30, 2024 6:20 AM  
**To:** Leslie Odom; Gregg Harding  
**Cc:** Jernigan, Jim; Davidson, Patrick; Rhodes, Stephen; Flory, Jason; Dickens, Raymond  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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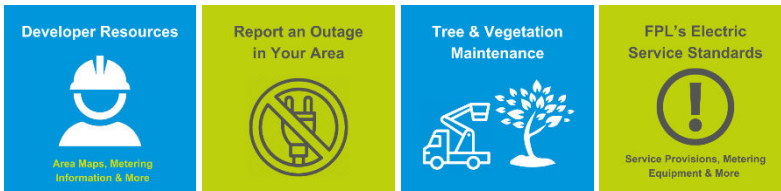
Thank you!

Thank you,  
**Sommer Johnson**  
Technical Specialist I  
Power Delivery

**Florida Power & Light Company**  
Pine Forest Service Center  
850-429-2651 (office)  
850-266-8124 (mobile)  
[Sommer.Johnson@FPL.com](mailto:Sommer.Johnson@FPL.com)



*Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader (Jason Flory) at 850-505-5252 or [Jason.Flory@fpl.com](mailto:Jason.Flory@fpl.com).*



---

**From:** Leslie Odom <LOdom@cityofpensacola.com>  
**Sent:** Tuesday, October 29, 2024 1:19 PM  
**To:** Johnson, Sommer <Sommer.Johnson@fpl.com>; Gregg Harding <GHarding@cityofpensacola.com>  
**Cc:** Jernigan, Jim <Jim.Jernigan@fpl.com>; Davidson, Patrick <Patrick.Davidson@fpl.com>; Rhodes, Stephen <Stephen.Rhodes@fpl.com>; Flory, Jason <Jason.Flory@fpl.com>; Dickens, Raymond <Raymond.Dickens@fpl.com>  
**Subject:** RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Sommer, we will reserve a 30 foot wide easement for FPL over the southern portion of that portion of Mallory Street to be vacated.

Please respond in kind with acknowledgement.

Kind regards,

Les Odom  
City Surveyor  
Office: 850-436-5531

---

**From:** Johnson, Sommer <[Sommer.Johnson@fpl.com](mailto:Sommer.Johnson@fpl.com)>  
**Sent:** Tuesday, October 29, 2024 12:11 PM  
**To:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Cc:** Jernigan, Jim <[Jim.Jernigan@fpl.com](mailto:Jim.Jernigan@fpl.com)>; Davidson, Patrick <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Rhodes, Stephen <[Stephen.Rhodes@fpl.com](mailto:Stephen.Rhodes@fpl.com)>; Flory, Jason <[Jason.Flory@fpl.com](mailto:Jason.Flory@fpl.com)>; Dickens, Raymond <[Raymond.Dickens@fpl.com](mailto:Raymond.Dickens@fpl.com)>  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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Leslie,

FPL easements should be a 30ft strip with 15ft on each side of the facilities.

Thank you,  
**Sommer Johnson**  
Technical Specialist I  
Power Delivery

**Florida Power & Light Company**  
Pine Forest Service Center  
850-429-2651 (office)  
850-266-8124 (mobile)  
[Sommer.Johnson@FPL.com](mailto:Sommer.Johnson@FPL.com)



*Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader (Jason Flory) at 850-505-5252 or [Jason.Flory@fpl.com](mailto:Jason.Flory@fpl.com).*



---

**From:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Sent:** Tuesday, October 29, 2024 12:03 PM  
**To:** Johnson, Sommer <[Sommer.Johnson@fpl.com](mailto:Sommer.Johnson@fpl.com)>; Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Cc:** Jernigan, Jim <[Jim.Jernigan@fpl.com](mailto:Jim.Jernigan@fpl.com)>; Davidson, Patrick <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Rhodes, Stephen <[Stephen.Rhodes@fpl.com](mailto:Stephen.Rhodes@fpl.com)>; Flory, Jason <[Jason.Flory@fpl.com](mailto:Jason.Flory@fpl.com)>; Dickens, Raymond <[Raymond.Dickens@fpl.com](mailto:Raymond.Dickens@fpl.com)>  
**Subject:** RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Sommer, will FPL be looking for a full width easement retained or can the easement be reduced in width?

Les Odom  
City Surveyor  
Office: 850-436-5531

---

**From:** Johnson, Sommer <[Sommer.Johnson@fpl.com](mailto:Sommer.Johnson@fpl.com)>  
**Sent:** Tuesday, October 29, 2024 11:35 AM  
**To:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Cc:** Jernigan, Jim <[Jim.Jernigan@fpl.com](mailto:Jim.Jernigan@fpl.com)>; Davidson, Patrick <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Rhodes, Stephen <[Stephen.Rhodes@fpl.com](mailto:Stephen.Rhodes@fpl.com)>; Flory, Jason <[Jason.Flory@fpl.com](mailto:Jason.Flory@fpl.com)>; Dickens, Raymond <[Raymond.Dickens@fpl.com](mailto:Raymond.Dickens@fpl.com)>  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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Hi Gregg,

We would like to obtain easements for FPL facilities currently in the right of ways on this property. I believe we can use these existing facilities to serve the new developments.

I have copied our lighting department rep, Devon Dickens, as I see there are multiple FPL light poles on this property/in the right of way as well.

Thank you,  
**Sommer Johnson**  
Technical Specialist I  
Power Delivery

**Florida Power & Light Company**  
Pine Forest Service Center  
850-429-2651 (office)  
850-266-8124 (mobile)  
[Sommer.Johnson@FPL.com](mailto:Sommer.Johnson@FPL.com)



*Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader (Jason Flory) at 850-505-5252 or [Jason.Flory@fpl.com](mailto:Jason.Flory@fpl.com).*



---

**From:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Sent:** Monday, October 28, 2024 12:21 PM  
**To:** Johnson, Sommer <[Sommer.Johnson@fpl.com](mailto:Sommer.Johnson@fpl.com)>  
**Cc:** Gobert, Harolyn <[Harolyn.Gobert@fpl.com](mailto:Harolyn.Gobert@fpl.com)>; Jernigan, Jim <[Jim.Jernigan@fpl.com](mailto:Jim.Jernigan@fpl.com)>; Davidson, Patrick <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>

**Subject:** RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Good afternoon, Sommer.

I'm just touching base on our previous emails regarding Baptist Hospital's Legacy Campus application for right-of-way vacation (map attached) - Does FP&L have any objection to the overall vacation of rights-of-way request?

If there is no objection, does FP&L desire that the City retain an easement for the existing utility? The applicants' desire is vacate and extinguish all easements relative to the subject rights-of-way in the attached map and to develop the properties for housing (see attached concepts where the alleyways and part of the 'I' Street rights-of-way may be impacted by development).

Thank you, and please feel free to give me a call if you'd like to discuss.

**Gregg Harding, RPA**

*Assistant Planning & Zoning Division Manager*

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** Gregg Harding

**Sent:** Monday, October 21, 2024 2:07 PM

**To:** Johnson, Sommer <[Sommer.Johnson@fpl.com](mailto:Sommer.Johnson@fpl.com)>

**Cc:** Harolyn Gobert (FPL) <[harolyn.gobert@nexteraenergy.com](mailto:harolyn.gobert@nexteraenergy.com)>; Jim Jernigan (FPL)

<[jim.jernigan@fpl.com](mailto:jim.jernigan@fpl.com)>; Patrick Davidson <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Leslie Odom

<[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>

**Subject:** RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Thank you, Sommer.

Does FP&L have any objection to the overall vacation of rights-of-way request?

If there is no objection, does FP&L desire that the City retain an easement for existing or future utilities? The applicants' desire is to develop the properties for housing (see attached concepts where the alleyways and part of the 'I' Street rights-of-way may be

impacted by development). Would FP&L only want to retain an easement for the existing utility in the W. Mallory right-of-way, and not in the others?

Thank you, and please feel free to give me a call if you'd like to discuss.

**Gregg Harding, RPA**

*Assistant Planning & Zoning Division Manager*

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** Johnson, Sommer <[Sommer.Johnson@fpl.com](mailto:Sommer.Johnson@fpl.com)>

**Sent:** Monday, October 21, 2024 12:53 PM

**To:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>

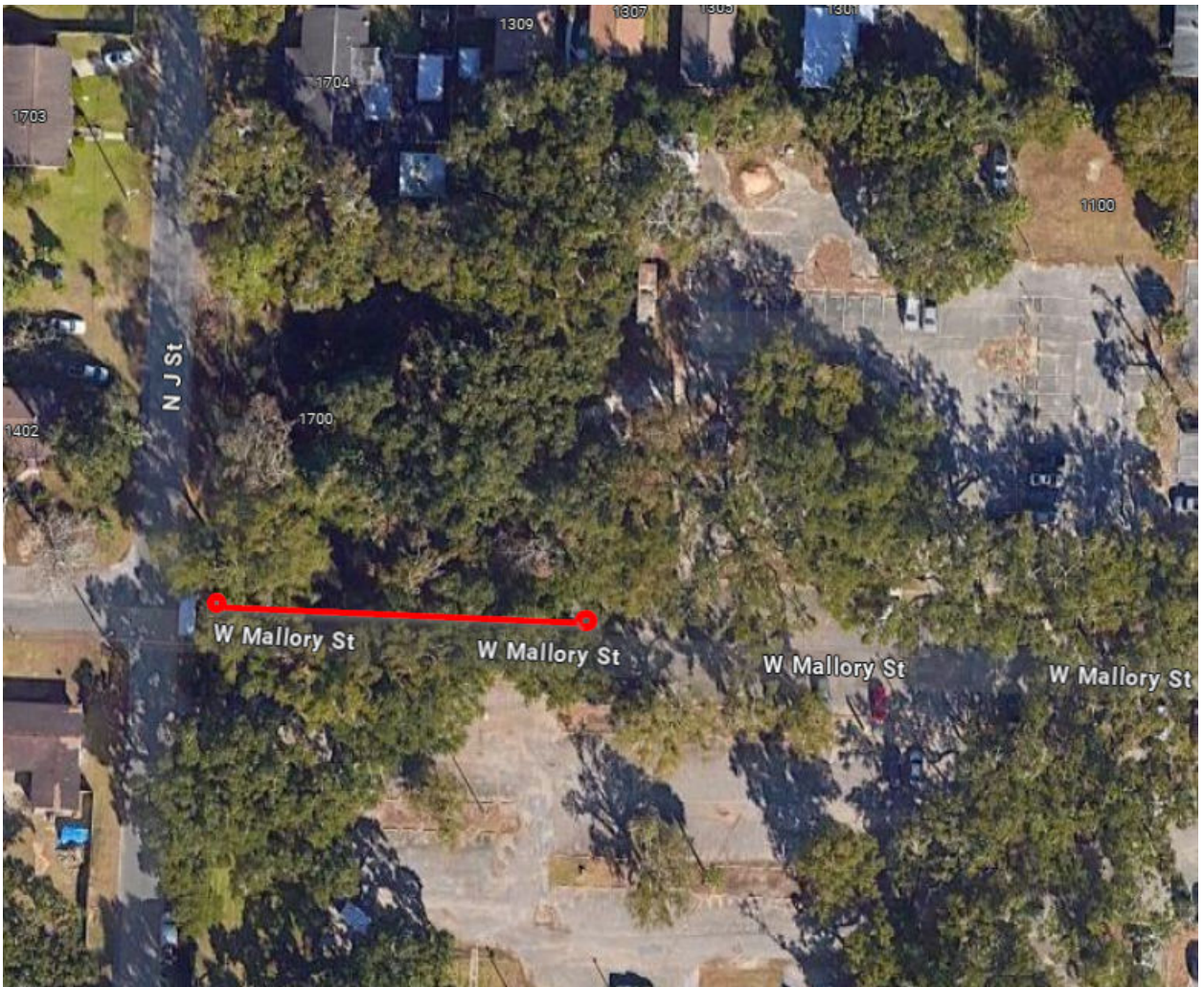
**Subject:** [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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

Hi Gregg,

FPL has facilities in the northern right of way of W Mallory St, just east of N J St. Please see screenshot below.





Thank you,  
**Sommer Johnson**  
 Technical Specialist I  
 Power Delivery

**Florida Power & Light Company**

Pine Forest Service Center

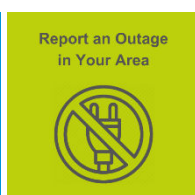
850-429-2651 (office)

850-266-8124 (mobile)

[Sommer.Johnson@FPL.com](mailto:Sommer.Johnson@FPL.com)



*Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader (Jason Flory) at 850-505-5252 or [Jason.Flory@fpl.com](mailto:Jason.Flory@fpl.com).*



---

**From:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>

**Sent:** Monday, October 14, 2024 4:30 PM

**To:** Adam Cobb <[ACobb@cityofpensacola.com](mailto:ACobb@cityofpensacola.com)>; Adrienne Walker <[AWalker@cityofpensacola.com](mailto:AWalker@cityofpensacola.com)>; Alex Smith <[AlexSmith@cityofpensacola.com](mailto:AlexSmith@cityofpensacola.com)>; Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Amy Miller <[AMiller@cityofpensacola.com](mailto:AMiller@cityofpensacola.com)>; Amy Tootle <[ATootle@cityofpensacola.com](mailto:ATootle@cityofpensacola.com)>; Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Andrew Briske <[ABriske@cityofpensacola.com](mailto:ABriske@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Caitlin Cerame <[CCerame@cityofpensacola.com](mailto:CCerame@cityofpensacola.com)>; Chase Crawford <[CCrawford@cityofpensacola.com](mailto:CCrawford@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; David Forte <[DForte@cityofpensacola.com](mailto:DForte@cityofpensacola.com)>; DC Reeves <[DCReeves@cityofpensacola.com](mailto:DCReeves@cityofpensacola.com)>; Deana Stallworth <[DeStallworth@cityofpensacola.com](mailto:DeStallworth@cityofpensacola.com)>; Dustin Merritt <[DMerritt@cityofpensacola.com](mailto:DMerritt@cityofpensacola.com)>; Efrian Rodriguez (Verizon) <[efrian.rodriguez@oneverizon.com](mailto:efrian.rodriguez@oneverizon.com)>; Emily Madigan <[EMadigan@cityofpensacola.com](mailto:EMadigan@cityofpensacola.com)>; Erica Grancagnolo <[EGrancagnolo@cityofpensacola.com](mailto:EGrancagnolo@cityofpensacola.com)>; Ginny Cranor <[GCranor@cityofpensacola.com](mailto:GCranor@cityofpensacola.com)>; Gobert, Harolyn <[Harolyn.Gobert@fpl.com](mailto:Harolyn.Gobert@fpl.com)>; Hilary Halford <[HHalford@cityofpensacola.com](mailto:HHalford@cityofpensacola.com)>; Jared White <[JWhite@cityofpensacola.com](mailto:JWhite@cityofpensacola.com)>; Jernigan, Jim <[Jim.Jernigan@fpl.com](mailto:Jim.Jernigan@fpl.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[kf5345@att.com](mailto:kf5345@att.com)>; Katherine Kuhn <[KKuhn@cityofpensacola.com](mailto:KKuhn@cityofpensacola.com)>; Ken Ibold <[kibold@cityofpensacola.com](mailto:kibold@cityofpensacola.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Lissa A. Dees <[LDees@cityofpensacola.com](mailto:LDees@cityofpensacola.com)>; Matt Coughlin <[MCoughlin@cityofpensacola.com](mailto:MCoughlin@cityofpensacola.com)>; Nate Edler <[NEdler@cityofpensacola.com](mailto:NEdler@cityofpensacola.com)>; Davidson, Patrick <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Paul A Kelly(GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Rachel Bennett <[RBennett@cityofpensacola.com](mailto:RBennett@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Robert Slayton <[RSlayton@cityofpensacola.com](mailto:RSlayton@cityofpensacola.com)>; Roy Remington <[RRemington@cityofpensacola.com](mailto:RRemington@cityofpensacola.com)>; Ryan Fitzgerald <[RFitzgerald@cityofpensacola.com](mailto:RFitzgerald@cityofpensacola.com)>; Seth Thomason (FDOT) <[seth.thomason@dot.state.fl.us](mailto:seth.thomason@dot.state.fl.us)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Johnson, Sommer <[Sommer.Johnson@fpl.com](mailto:Sommer.Johnson@fpl.com)>; Stacey Mcleod <[stacey.mcleod@dot.state.fl.us](mailto:stacey.mcleod@dot.state.fl.us)>; Stephanie Chwastyk <[Schwastyk@cityofpensacola.com](mailto:Schwastyk@cityofpensacola.com)>; Stephen Kennington (AT&T) <[sk1674@att.com](mailto:sk1674@att.com)>; Tim Edgar (AT&T) <[te1810@att.com](mailto:te1810@att.com)>; Troy Young (Cox) <[troy.young@cox.com](mailto:troy.young@cox.com)>; Victoria D'Angelo <[VDangelo@cityofpensacola.com](mailto:VDangelo@cityofpensacola.com)>; Wendy Gavin <[WGavin@cityofpensacola.com](mailto:WGavin@cityofpensacola.com)>; William Moore (FDOT) <[William.Moore@dot.state.fl.us](mailto:William.Moore@dot.state.fl.us)>

**Subject:** Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

All,

See the attached application for *the vacation of rights-of-way* at the Baptist Hospital campus located at 125 Baptist Way (DISTRICT 7). This is scheduled for the November 12 Planning Board meeting.

Please be aware that the applicants are also requesting the extinguishment of any underlying easements associated with the subject rights-of-way.

If you could provide comments by **October 25, 2024**, it would be greatly appreciated. If no response is provided, we will interpret the 'no response' as the department having no issues or concerns with the request and will report it as such in our Board report.

Thank you very much for your time and please let me know if there are any questions.

**Gregg Harding, RPA**  
*Assistant Planning & Zoning Division Manager*

Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.435.1676  
[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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## Gregg Harding

---

**From:** Andrew Briske  
**Sent:** Friday, October 18, 2024 3:10 PM  
**To:** Gregg Harding  
**Cc:** Anthony Coughlin; Leslie Odom; Cynthia Cannon  
**Subject:** Re: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Yes that is correct. You can share our map with the applicant. You have a good weekend as well!

Thanks,

**Andrew Briske**

*Gas Distribution Engineer*

Visit us at <https://www.pensacolaenergy.com>

1625 Atwood Dr.

Pensacola, FL 32514

Office: 850.474.5309

Cell: 850.324.1852

Email: [abriske@cityofpensacola.com](mailto:abriske@cityofpensacola.com)



**Get FREE energy saving tips and information delivered to your inbox each month with Pensacola Energy Green Power News. Click [here](#) to sign up! Save BIG with a Green, Efficient, Natural Gas Tankless Water Heater and Never Run out of Hot Water Again!** For current rebate details on water heaters and other natural gas appliances, call (850) 436-5050.

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---

**From:** Gregg Harding <GHarding@cityofpensacola.com>  
**Sent:** Friday, October 18, 2024 3:03:06 PM  
**To:** Andrew Briske <ABriske@cityofpensacola.com>  
**Cc:** Anthony Coughlin <ACoughlin@cityofpensacola.com>; Leslie Odom <LOdom@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>  
**Subject:** RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Thanks, Andrew.

You are correct - the requested vacation is only limited to the areas indicated in yellow. Based on your comments and so long as the vacate request does not extend outside the indicated areas, it is



my understanding that Pensacola Energy has no utility infrastructure nor future need for utility infrastructure within the limits of the rights-of-way indicated. Can you please confirm?

Also, it is ok if I share your map with the applicants?

Thank you and have a very nice weekend!

**Gregg Harding, RPA**

*Assistant Planning & Zoning Division Manager*

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222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** Andrew Briske <ABriske@cityofpensacola.com>

**Sent:** Wednesday, October 16, 2024 7:48 PM

**To:** Gregg Harding <GHarding@cityofpensacola.com>

**Cc:** Anthony Coughlin <ACoughlin@cityofpensacola.com>

**Subject:** RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Gregg,

Pensacola Energy has no objection to the vacate request; however, we do have facilities located very close to the vacate areas shown. I've attached a location map that outlines Pensacola Energy's natural gas facilities in the vicinity of the request. If the vacate area falls outside the yellow-shaded sections, Pensacola Energy may require an easement to ensure we can maintain service to our customers in the area.

Please let me know if you have any questions or need further information.

Thanks,

**Andrew Briske**

*Gas Distribution Engineer*

Visit us at <https://www.pensacolaenergy.com>

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**Get FREE energy saving tips and information delivered to your inbox each month with Pensacola Energy Green Power News. Click [here](#) to sign up! Save BIG with a Green, Efficient, Natural Gas Tankless Water Heater and Never Run out of Hot Water Again!** For current rebate details on water heaters and other natural gas appliances, call (850) 436-5050.

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**From:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>

**Sent:** Monday, October 14, 2024 4:30 PM

**To:** Adam Cobb <[ACobb@cityofpensacola.com](mailto:ACobb@cityofpensacola.com)>; Adrienne Walker <[AWalker@cityofpensacola.com](mailto:AWalker@cityofpensacola.com)>; Alex Smith <[AlexSmith@cityofpensacola.com](mailto:AlexSmith@cityofpensacola.com)>; Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Amy Miller <[AMiller@cityofpensacola.com](mailto:AMiller@cityofpensacola.com)>; Amy Tootle <[ATootle@cityofpensacola.com](mailto:ATootle@cityofpensacola.com)>; Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Andrew Briske <[ABriske@cityofpensacola.com](mailto:ABriske@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Caitlin Cerame <[CCerame@cityofpensacola.com](mailto:CCerame@cityofpensacola.com)>; Chase Crawford <[CCrawford@cityofpensacola.com](mailto:CCrawford@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; David Forte <[DForte@cityofpensacola.com](mailto:DForte@cityofpensacola.com)>; DC Reeves <[DCReeves@cityofpensacola.com](mailto:DCReeves@cityofpensacola.com)>; Deana Stallworth <[DeStallworth@cityofpensacola.com](mailto:DeStallworth@cityofpensacola.com)>; Dustin Merritt <[DMerritt@cityofpensacola.com](mailto:DMerritt@cityofpensacola.com)>; Efrían Rodriguez (Verizon) <[efrian.rodriguez@oneverizon.com](mailto:efrian.rodriguez@oneverizon.com)>; Emily Madigan <[EMadigan@cityofpensacola.com](mailto:EMadigan@cityofpensacola.com)>; Erica Grancagnolo <[EGrancagnolo@cityofpensacola.com](mailto:EGrancagnolo@cityofpensacola.com)>; Ginny Cranor <[GCranor@cityofpensacola.com](mailto:GCranor@cityofpensacola.com)>; Harolyn Gobert (FPL) <[harolyn.gobert@nexteraenergy.com](mailto:harolyn.gobert@nexteraenergy.com)>; Hilary Halford <[HHalford@cityofpensacola.com](mailto:HHalford@cityofpensacola.com)>; Jared White <[JWhite@cityofpensacola.com](mailto:JWhite@cityofpensacola.com)>; Jim Jernigan (FPL) <[jim.jernigan@fpl.com](mailto:jim.jernigan@fpl.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[kf5345@att.com](mailto:kf5345@att.com)>; Katherine Kuhn <[KKuhn@cityofpensacola.com](mailto:KKuhn@cityofpensacola.com)>; Ken Ibold <[kibold@cityofpensacola.com](mailto:kibold@cityofpensacola.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Lissa A. Dees <[LDees@cityofpensacola.com](mailto:LDees@cityofpensacola.com)>; Matt Coughlin <[MCoughlin@cityofpensacola.com](mailto:MCoughlin@cityofpensacola.com)>; Nate Edler <[NEdler@cityofpensacola.com](mailto:NEdler@cityofpensacola.com)>; Patrick Davidson <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Paul A Kelly (GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Rachel Bennett <[RBennett@cityofpensacola.com](mailto:RBennett@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Robert Slayton <[RSlayton@cityofpensacola.com](mailto:RSlayton@cityofpensacola.com)>; Roy Remington <[RRemington@cityofpensacola.com](mailto:RRemington@cityofpensacola.com)>; Ryan Fitzgerald <[RFitzgerald@cityofpensacola.com](mailto:RFitzgerald@cityofpensacola.com)>; Seth Thomason (FDOT) <[seth.thomason@dot.state.fl.us](mailto:seth.thomason@dot.state.fl.us)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Sommer Johnson (FP&L) <[sommer.johnson@fpl.com](mailto:sommer.johnson@fpl.com)>; Stacey Mcleod <[stacey.mcleod@dot.state.fl.us](mailto:stacey.mcleod@dot.state.fl.us)>; Stephanie Chwastyk <[SChwastyk@cityofpensacola.com](mailto:SChwastyk@cityofpensacola.com)>; Stephen Kennington (AT&T) <[sk1674@att.com](mailto:sk1674@att.com)>; Tim Edgar (AT&T) <[te1810@att.com](mailto:te1810@att.com)>; Troy Young (Cox) <[troy.young@cox.com](mailto:troy.young@cox.com)>; Victoria D'Angelo <[VDangelo@cityofpensacola.com](mailto:VDangelo@cityofpensacola.com)>; Wendy Gavin <[WGavin@cityofpensacola.com](mailto:WGavin@cityofpensacola.com)>; William Moore (FDOT) <[William.Moore@dot.state.fl.us](mailto:William.Moore@dot.state.fl.us)>

**Subject:** Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

All,

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Thank you very much for your time and please let me know if there are any questions.

**Gregg Harding, RPA**

*Assistant Planning & Zoning Division Manager*

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## Sec. 12-11-4. Vacation of streets, alleys.

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

- (1) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the planning services department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.
  - a. An application for vacation of streets, alleys or other public right-of-way must be submitted to the planning services department at least 30 days prior to the regularly scheduled meeting of the planning board.
  - b. The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
  - c. No application shall be considered complete until all of the following have been submitted:
    1. The application shall be submitted on a form provided by the board secretary.
    2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
      - i. Accurate site plan drawn to scale;
      - ii. A legal description of the property proposed to be vacated;
      - iii. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
      - iv. Reason for vacation request;
      - v. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
    3. 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 of the application.
    4. Any party may appear in person, by agent, or by attorney.
    5. 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.
- (2) *Planning board review and recommendation.* The request to vacate will be distributed 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 therefor, to the city planning services department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting. When a request for vacation of a right-of-way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten feet from the existing back-of-curb. Any existing sidewalk on a right-of-way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.

- 
- a. Public notice for vacation of streets, alleys.
    - 1. A sign shall be prominently posted on the property to which the application pertains at least seven days prior to the scheduled board meeting.
    - 2. The city shall notify property owners within a 300-foot radius, as identified by the current county tax roll maps, of the property proposed for vacation with a public notice by post card at least five days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
  - (3) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.
    - a. *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten days prior to the public hearing. The city shall notify property owners by certified mail, as identified by the current county tax roll, at least 15 days prior to the city council public hearing.
      - 1. In case of an alley vacation request all adjacent owners shall be notified.
      - 2. In the case of a street vacation request, all property owners within 300 feet of the request shall be notified.
    - b. *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two times following the public hearing, at which time the vacation becomes effective. When a request for vacation of a right-of-way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten feet from the existing back-of-curb. Any existing sidewalk on a right-of-way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.
  - (4) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.
  - (5) *Zoning of vacated property.* Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.
  - (6) *Ownership of property.* Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.

(Code 1986, § 12-12-4; Ord. No. 6-93, § 26, 3-25-1993; Ord. No. 44-94, § 7, 10-13-1994; Ord. No. 15-00, § 8, 3-23-2000; Ord. No. 12-09, § 3, 4-9-2009; Ord. No. 01-19, § 1, 2-14-2019; Ord. No. 23-20, 7-16-20)

October 31, 2024

RE: Sensitive Properties Review for Subject Rights-of-Way at 1100 W. Moreno Street

The City of Pensacola's Planning Services have reviewed the portion of Mallory Street, the portion of "I" Street, and the subject alleys located at 1100 W. Moreno Street according to City code Sec. 2-3-4(a)(2) *Disposition of sensitive properties* (review for historical, archaeological, or architectural significance). Per Sec. 2-3-4(a)(2), properties designated by City Council as having historical, archaeological, or architectural significance may not be disposed. Per Sec. 2-3-4(c), the following criteria were considered:

- (1) Whether the property includes historic structures or buildings eligible or potentially eligible for listing in the National Register of Historic Places;
- (2) Whether the property contains material remains of Native American archaeological sites that are eligible or potentially eligible for listing in the National Register of Historic Places;
- (3) Whether the property contains material remains of or contemporaneous to the 1559 Spanish landing and settlement site of Tristán de Luna;
- (4) Whether the property contains material remains of past settlements, fortifications, or occupations eligible or potentially eligible for listing in the National Register of Historic Places.

The subject rights-of-way do not contain any known historical, archaeological, or architectural value. As a result, they do *not* meet criteria for sensitive properties according to Sec. 2-3-4(a)(2).

Sincerely,



Gregg Harding, RPA  
Assistant Planning & Zoning Division Manager, City of Pensacola  
222 W. Main Street, Fifth Floor  
Pensacola, Florida 32502  
[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

PROPOSED  
ORDINANCE NO. 13-24

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING  
AN UNIMPROVED PORTION OF MALLORY STREET, AN  
UNIMPROVED PORTION OF "I" STREET, AND  
UNIMPROVED ALLEY WAYS IN PENSACOLA, ESCAMBIA  
COUNTY, STATE OF FLORIDA; PROVIDING FOR  
SEVERABILITY; REPEALING CLAUSE; AND PROVIDING  
AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on December 12, 2024, as to the vacation  
of an unimproved portion of Mallory Street, and unimproved portion of "I" Street, and  
unimproved alley ways in Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said right-of-way, hereinafter described, will  
contribute to the general welfare of the City of Pensacola in that said right-of-way is no  
longer needed as a public thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described rights-of-way in Pensacola, Escambia  
County, Florida are hereby closed, discontinued, vacated, and forever abandoned by  
the City of Pensacola as a public thoroughfare:

That portion of Mallory Street (55' R/W) lying east of the east R/W line of "J"  
Street (50' R/W), south of the south line of Block 42, Kupfrian Park, Kupfrian Park  
Company's subdivision of a portion of Section 29 and all of Section 30, Township  
2 South, Range 30 West, Escambia County, Florida, according to map of said  
subdivision recorded in deed book 62, page 245 of the public records of  
Escambia County, Florida, west of the west line of that portion of Mallory Street  
(55' R/W) vacated in map book 14, page 331, Escambia County Board of County  
Commissioners and north of the north line of Block 41 of said Kupfrian Park.

That portion of "I" Street (60' R/W) lying south of the south line of Park Place, as  
described in deed book 70, page 258, of the public records of Escambia County,  
Florida, and north of the north right of way line of Mallory Street (55' R/W) in  
Escambia County, Florida.

The 20' alley lying east of the east right of way line of "I" Street (60' R/W), west of  
the west right of way line of "H" Street (50' R/W), south of the south line of lots, 9,  
10, 11, 12, 13, 14, 15, 16, 17, and 18, north of the north line of lots, 19, 20, 21,  
22, 23, 24, 25, 26, 27 and 28, Block 79, North Hill Highlands, a resubdivision of

the Dallas Tract according to plat recorded in deed book 62, page 244, of the records of Escambia County, Florida.

The 20' alley lying in Block 80, said block lying south of the south line of Park Place, described in deed book 70, page 258, of the public records of Escambia County, Florida, east of the east right of way line of "I" Street (60' R/W), north of the north right of way line of Mallory Street (80' R/W), and west of the west right of line of "H" Street (50' R/W), according to the Watson/Overman map of Pensacola copyrighted in 1949.

Commencing at the southwest corner of Block 42, Kupfrian Park, Kupfrian Park Company's subdivision of a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to map of said subdivision recorded in Deed Book 62, Page 245 of the Public Records of Escambia County, Florida, thence run north along the west line of said block a distance of 140.00 feet to the northwest corner of Lot 6 and the southwest corner of a 20' alley; thence run east along the north lines of Lots 4, 5 and 6 for 150.00 feet to the northeast corner of Lot 4 and the point of beginning; thence continue along the alley's eastward extension 150.00 feet to the west right of way line of "I" Street (60' R/W); thence run north along said R/W line for 20.00 feet to the intersection of said R/W line with the eastward extension of the south lines of Lots 7, 8 and 9 of said Block 42; thence run west along the extension for 150.00 feet to the southeast corner of Lot 9; thence run south 20.00 feet to the point of beginning.

Lying in and being a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida.

SECTION 2. That the owners of the abutting property be, and they are hereby, authorized to acquire possession of the rights-of-way more particularly described in Section 1 of this ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for Florida Power & Light and its successors and assigns, an easement over the southernmost 30 feet of the Mallory Street right-of-way vacated hereby for the purpose of locating, installing, upgrading, constructing, repairing, replacing and maintaining public utilities and related improvements.

SECTION 4. 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 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance 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.

Passed: \_\_\_\_\_

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's title/reference: P.O. No. 13-24. AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF MALLORY STREET, AN UNIMPROVED PORTION OF "I" STREET, AND UNIMPROVED ALLEY WAYS IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; 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):

That the following described rights-of-way in Pensacola, Escambia County, Florida are hereby closed, discontinued, vacated, and forever abandoned by the City of Pensacola as a public thoroughfare:

That portion of Mallory Street (55' R/W) lying east of the east R/W line of "J" Street (50' R/W), south of the south line of Block 42, Kupfrian Park, Kupfrian Park Company's subdivision of a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to map of said subdivision recorded in deed book 62, page 245 of the public records of Escambia County, Florida, west of the west line of that portion of Mallory Street (55' R/W) vacated in map book 14, page 331, Escambia County Board of County Commissioners and north of the north line of Block 41 of said Kupfrian Park.

That portion of "I" Street (60' R/W) lying south of the south line of Park Place, as described in deed book 70, page 258, of the public records of Escambia County, Florida, and north of the north right of way line of Mallory Street (55' R/W) in Escambia County, Florida.

The 20' alley lying east of the east right of way line of "I" Street (60' R/W), west of the west right of way line of "H" Street (50' R/W), south of the south line of lots, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, north of the north line of lots, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Block 79, North Hill Highlands, a resubdivision of the Dallas Tract according to plat recorded in deed book 62, page 244, of the records of Escambia County, Florida.

The 20' alley lying in Block 80, said block lying south of the south line of Park Place, described in deed book 70, page 258, of the public records of Escambia County, Florida, east of the east right of way line of "I" Street (60' R/W), north of the north right of way line of Mallory Street (80' R/W), and west of the west right of line of "H" Street (50' R/W), according to the Watson/Overman map of Pensacola copyrighted in 1949.

Commencing at the southwest corner of Block 42, Kupfrian Park, Kupfrian Park Company's subdivision of a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to map of said subdivision recorded in Deed Book 62, Page 245 of the Public Records of Escambia County, Florida, thence run north along the west line of said block a distance of 140.00 feet to the northwest corner of Lot 6 and the southwest corner of a 20' alley; thence run east along the north lines of Lots 4, 5 and 6 for 150.00 feet to the northeast corner of Lot 4 and the point of beginning; thence continue along the alley's eastward extension 150.00 feet to the west right of way line of "I" Street (60' R/W); thence run north along said R/W

line for 20.00 feet to the intersection of said R/W line with the eastward extension of the south lines of Lots 7, 8 and 9 of said Block 42; thence run west along the extension for 150.00 feet to the southeast corner of Lot 9; thence run south 20.00 feet to the point of beginning.

Lying in and being a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

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.):

The proposed ordinance would vacate public rights-of-way and would not have an adverse economic impact on private, for-profit business in the city.



**MINUTES OF THE PLANNING BOARD**  
**November 12, 2024**

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

**MEMBERS ABSENT:** none

**STAFF PRESENT:** Assistant Planning & Zoning Manager Harding, Planning & Zoning Manager Cannon, Development Services Coordinator Statler, Help Desk Technician Russo, Executive Assistant Chwastyk, City Surveyor Odom, Economic Development Director Grancagnolo

**STAFF VIRTUAL:** Development Services Director Morris

**OTHERS PRESENT:** Jack Myslack, Caroline McCarty, John Green, Malloy Studer, Alexa Peruski, KC Gartman, Steve Bien, Beau Box

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from September 10, 2024
- **New Business:**
  - Request for Aesthetic and Site Plan Review – 517 S. Palafox Street
  - Request for Final Plat Approval – 10<sup>th</sup> Avenue Development Subdivision
  - Request for Vacation of Street and Alley Rights-of-Way – 1000 W. Moreno 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** – Board Member Villegas made a motion to approve the September 10, 2024, minutes, seconded by Board Member Van Hoose, and it carried unanimously.

### **New Business –**

#### **Request for Aesthetic and Site Plan Review – 517 S. Palafox Street**

The Bodacious Olive, LLC, is seeking aesthetic and site plan approval for the extension of an outdoor event space at 517 S. Palafox Street. The current space is vacant, although it is often used in conjunction with 5eleven Event Hosting next door. Both properties are owned by the applicant. The proposed site improvements include the addition of perimeter fencing and landscaping, interior arbors, new hardscapes, and an artificial turf event lawn. The application packet also shows the addition of new street trees along Cedar Street; however, that request will be reviewed by the City's Public Works Department, the City Arborist, and CRA. In addition to the aesthetic plans, the applicant is requesting that the Planning Board reduce a 15' visibility triangle located in the southeast corner of the site from 15' at the property line intersection to 0'.

Chairperson Ritz asked for clarification on the location of the visibility triangle and Assistant Planning & Zoning Division Manager Harding indicated its location, purpose, and the reduction request on an aerial.

Mallory Studer and John Green presented to the board.

Chairperson Ritz asked staff if there were any aesthetic criteria for the South Palafox Business District and Assistant Planning & Zoning Division Manager Harding read Sec. 12-3-13(1) – *"Purpose of district.* The South Palafox business district is established to promote the compatible redevelopment of the city's historic downtown waterfront by encouraging high quality site planning and architectural design that is compatible with both the historic character of the existing structures and the waterfront activities. The zoning regulations are intended to help avoid excessive building height and mass and vehicular congestion." The district across Palafox Street is the Palafox Historic Business District.

Board Member Grundhoefer thought the plan was very nice and asked for clarification on the proposed fencing. Mr. Green answered that the fence would be aluminum pickets, and the intent will be for the interior holly plantings to grow through the fencing. The lattice features are on the interior of the site. The board further discussed the proposed materials and landscaping. Chairperson Ritz did not have any objection to the visibility triangle reduction due to the site and right-of-way conditions. Staff added that the packet was reviewed by all departments, including Public Works. Mr. Green presented an aerial showing sight lines at the Palafox and Cedar intersection to show that the project would not further impact visibility beyond the current conditions. Board Member Villegas asked about the maximum height of fences in this district, and staff answered that there is none in the South Palafox Historic District. She did have concerns over the long-term development of the area and how the visibility triangle might be impacted with future growth and use of the district.

**Board Member Villegas made the motion to approve as submitted, including the applicant's request to reduce the visibility triangle from 15' to 0'. The motion was seconded by Board Member Powell, and it carried unanimously.**

#### **Request for Final Plat Approval – 10<sup>th</sup> Avenue Development Subdivision**

Bear General Contractors, Inc. is requesting final plat approval for the 10<sup>th</sup> Avenue Development Subdivision. The project is located within the R-1A zoning district of which two (2) parcels will be subdivided into nine (9) lots to accommodate single-family detached residences and one (1) lot to accommodate stormwater requirements. The preliminary plat was approved by Planning Board in August 2024. The property area is 1.79 acres, the maximum density is 12.4 dwelling units per acre, and setback requirements include front



setbacks of 20', side setbacks of 5', and rear setbacks of 25'.

Caroline McCarty and Jack Myslack presented to the board. It was clarified that all driveways would connect to 10<sup>th</sup> Avenue and that a sidewalk will be provided in the right-of-way. The board discussed the width of the right-of-way in that area and wanted to ensure that there would be enough room so that parked cars would not project into the street. The applicants clarified that there would be sufficient space.

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

### **Request for Vacation of Street and Alley Rights-of-Way – 1000 W. Moreno Street**

A request has been received from Baptist Hospital for vacation of rights-of-way at 1000 W. Moreno Street and adjacent Baptist Hospital parcels (1100 BLK W. Mallory Street, 1200 W. Mallory Street, and 1700 N. "J" Street). The rights-of-way include a portion of Mallory Street, a portion of "I" Street, and three sections of alleys. All subject rights-of-way are located within parcels owned by Baptist Hospital and there are no other abutting property owners who would be impacted by the vacation request.

In addition to the right-of-way vacation, the applicants are requesting that City Council not retain easements for public utilities, except within the Mallory Street right-of-way portion. All utility providers have provided comments of "no objection" to the vacation and to the easement extinguishment request, with the exception of a 30'-wide easement in the Mallory Street portion to accommodate an existing Florida Power & Light facility. The application was routed through the various City departments and utility providers.

KC Gartman and Steve Bien presented to the board and gave an overview of the project. Board Member Grundhoefer asked about portions of "I" Street not included in the application and whether they had been vacated. City Surveyor Odom offered that the portion of "I" Street subject to the request appears to have been missed during past vacation requests. Historically, the multiple parcels were a mix of City-owned and County-owned, until all of the parcels now owned by Baptist Hospital were annexed into the City. In working with the County and in review of all available documents, there is no evidence that the subject portion of "I" Street was ever vacated by either the City or County in the past. Vacation records were found for all other rights-of-way, except for those under review in this application. Board Member Grundhoefer did not have objection to the request and asked if they would see some form of plans for the development. Mr. Bien presented several conceptual plans and elevations to the board. The plan is to construct 268 units, with a possible park or green space on the western end. The board and applicants further discussed future plans for the site.

**Board Member Villegas made the motion to approve as submitted. The motion was seconded by Board Member Sampson, and it carried unanimously.**

**Open Forum – none**

**Discussion –** Additional discussion was provided on past Board applications.

**Adjournment –** With no further business, the Board adjourned at 2:45 p.m.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Gregg Harding', with a long horizontal flourish extending to the right.

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



OVERALL SITE PLAN

WEST SITE  
AVERY PLACE APARTMENTS  
FAMILY APARTMENT BUILDINGS

BUILDING TYPE A  
4 STORIES

1 BED / 1 BATH: 8  
2 BED / 2 BATH: 18  
3 BED / 2 BATH: 18  
4 BED / 2 BATH: 12  
TOTAL BLDG A: 56

BUILDING TYPE B  
4 STORIES

1 BED / 1 BATH: 10  
2 BED / 2 BATH: 18  
3 BED / 2 BATH: 20  
4 BED / 2 BATH: 8  
TOTAL BLDG B: 56

1 BED / 1 BATH: 18  
2 BED / 2 BATH: 36  
3 BED / 2 BATH: 38  
4 BED / 2 BATH: 20  
TOTAL UNITS: 112

PARKING  
REQUIRED: 1/UNIT 112 SPACES  
PROVIDED: +/- 168 SPACES (1.5/UNIT)

EAST SITE  
KUPFRIAN MANOR  
SENIOR APARTMENT BUILDINGS

4 STORIES

1 BED / 1 BATH: 47  
2 BED / 2 BATH: 47  
TOTAL UNITS: 94

PARKING  
REQUIRED: .75/UNIT = 71 SPACES  
PROVIDED: +/- 80 SPACES (.85/UNIT)





AVERY PLACE FLOOR  
PLANS

WEST SITE  
AVERY PLACE APARTMENTS  
FAMILY APARTMENT BUILDINGS

|                  |    |  |
|------------------|----|--|
| BUILDING TYPE A  |    |  |
| 4 STORIES        |    |  |
| 1 BED / 1 BATH:  | 8  |  |
| 2 BED / 2 BATH:  | 18 |  |
| 3 BED / 2 BATH:  | 18 |  |
| 4 BED / 2 BATH:  | 12 |  |
| TOTAL BLDG A: 56 |    |  |

|                  |    |  |
|------------------|----|--|
| BUILDING TYPE B  |    |  |
| 4 STORIES        |    |  |
| 1 BED / 1 BATH:  | 10 |  |
| 2 BED / 2 BATH:  | 18 |  |
| 3 BED / 2 BATH:  | 20 |  |
| 4 BED / 2 BATH:  | 8  |  |
| TOTAL BLDG B: 56 |    |  |

|                 |     |
|-----------------|-----|
| 1 BED / 1 BATH: | 18  |
| 2 BED / 2 BATH: | 36  |
| 3 BED / 2 BATH: | 38  |
| 4 BED / 2 BATH: | 20  |
| TOTAL UNITS:    | 112 |

PARKING  
REQUIRED: 1/UNIT 112 SPACES  
PROVIDED: +/- 168 SPACES (1.5/UNIT)

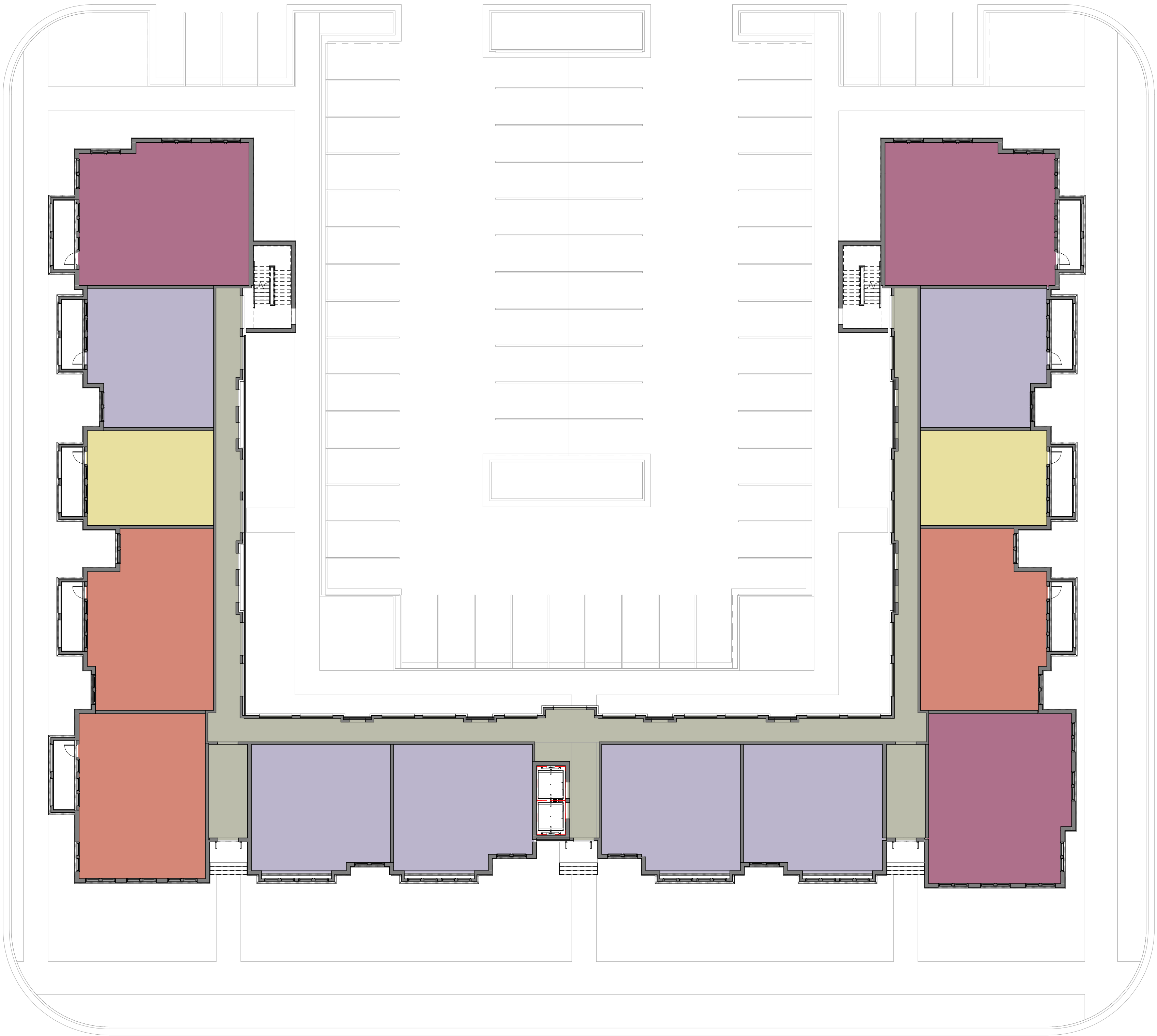
EAST SITE  
KUPFRIAN MANOR  
SENIOR APARTMENT BUILDINGS

|                 |    |  |
|-----------------|----|--|
| 4 STORIES       |    |  |
| 1 BED / 1 BATH: | 47 |  |
| 2 BED / 2 BATH: | 47 |  |
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PARKING  
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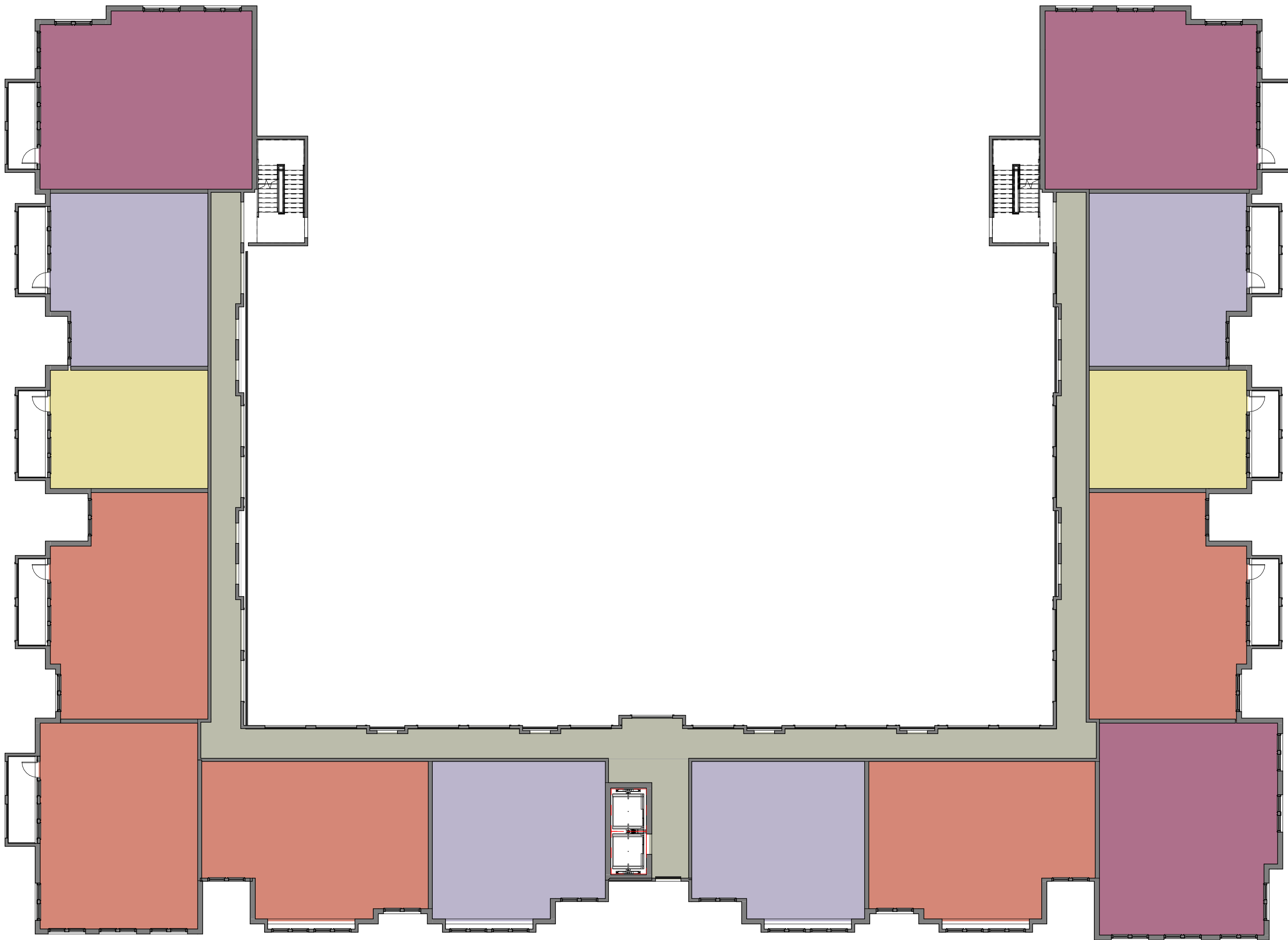
PROGRAM LEGEND

|             |
|-------------|
| 1BR         |
| 2BR         |
| 3BR         |
| 4BR         |
| CIRCULATION |



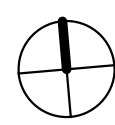
AVERY PLACE - BUILDING A FIRST FLOOR PLAN

1/16" = 1'-0"



AVERY PLACE - BUILDING A TYP. FLOOR PLAN

1/16" = 1'-0"





AVERY PLACE COMMUNITY  
BUILDING PLAN

WEST SITE  
AVERY PLACE APARTMENTS  
FAMILY APARTMENT BUILDINGS

|                  |    |
|------------------|----|
| BUILDING TYPE A  |    |
| 4 STORIES        |    |
| 1 BED / 1 BATH:  | 8  |
| 2 BED / 2 BATH:  | 18 |
| 3 BED / 2 BATH:  | 18 |
| 4 BED / 2 BATH:  | 12 |
| TOTAL BLDG A: 56 |    |

|                  |    |
|------------------|----|
| BUILDING TYPE B  |    |
| 4 STORIES        |    |
| 1 BED / 1 BATH:  | 10 |
| 2 BED / 2 BATH:  | 18 |
| 3 BED / 2 BATH:  | 20 |
| 4 BED / 2 BATH:  | 8  |
| TOTAL BLDG B: 56 |    |

|                  |    |
|------------------|----|
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| 3 BED / 2 BATH:  | 38 |
| 4 BED / 2 BATH:  | 20 |
| TOTAL UNITS: 112 |    |

PARKING  
REQUIRED: 1/UNIT 112 SPACES  
PROVIDED: +/- 168 SPACES (1.5/UNIT)

EAST SITE  
KUPFRIAN MANOR  
SENIOR APARTMENT BUILDINGS

|                 |    |
|-----------------|----|
| 4 STORIES       |    |
| 1 BED / 1 BATH: | 47 |
| 2 BED / 2 BATH: | 47 |
| TOTAL UNITS: 94 |    |

PARKING  
REQUIRED: .75/UNIT = 71 SPACES  
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PROGRAM LEGEND

- AMENITY
- BLDG SERV
- OFFICE





KUPFRIAN MANOR FLOOR PLANS

WEST SITE  
AVERY PLACE APARTMENTS  
FAMILY APARTMENT BUILDINGS

BUILDING TYPE A  
4 STORIES

|                 |    |
|-----------------|----|
| 1 BED / 1 BATH: | 8  |
| 2 BED / 2 BATH: | 18 |
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BUILDING TYPE B  
4 STORIES

|                 |    |
|-----------------|----|
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|                 |     |
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EAST SITE  
KUPFRIAN MANOR  
SENIOR APARTMENT BUILDINGS

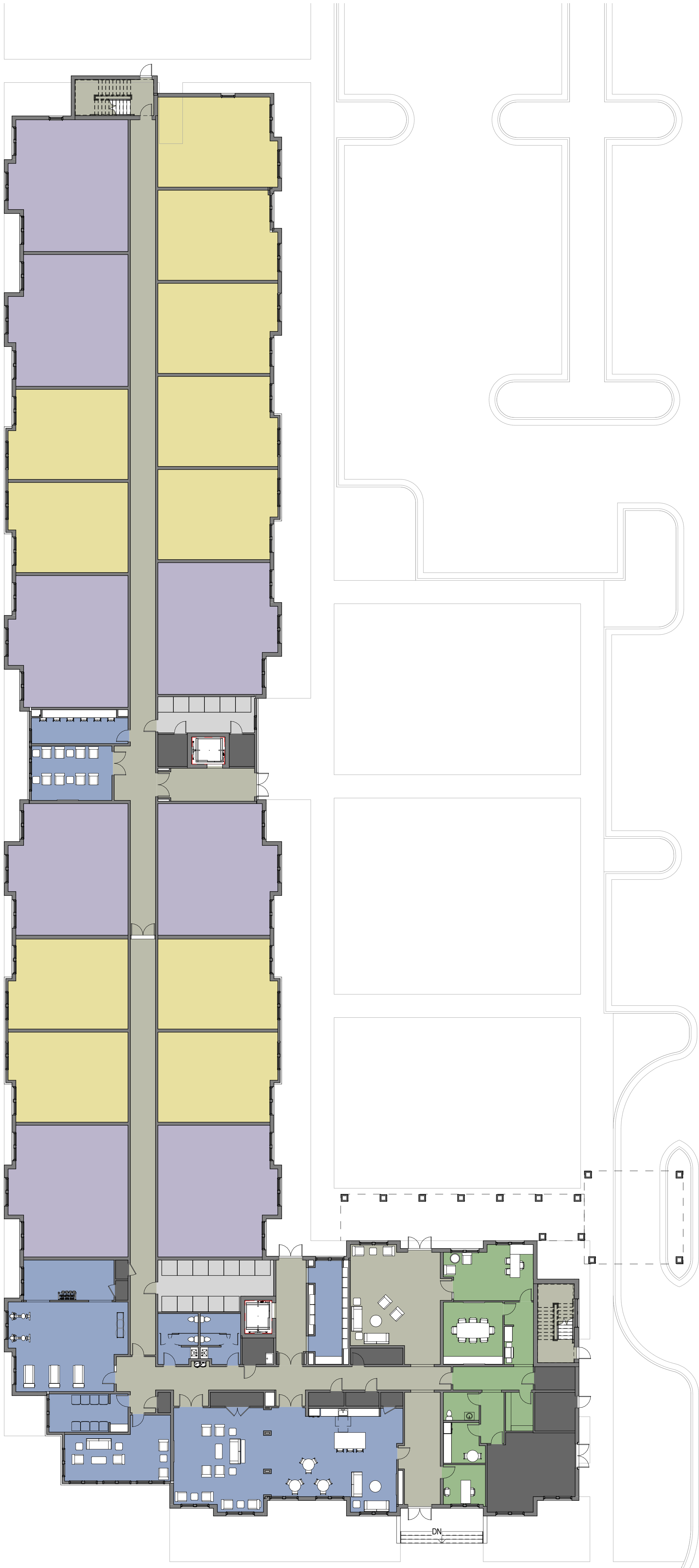
4 STORIES

|                 |    |
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| 1 BED / 1 BATH: | 47 |
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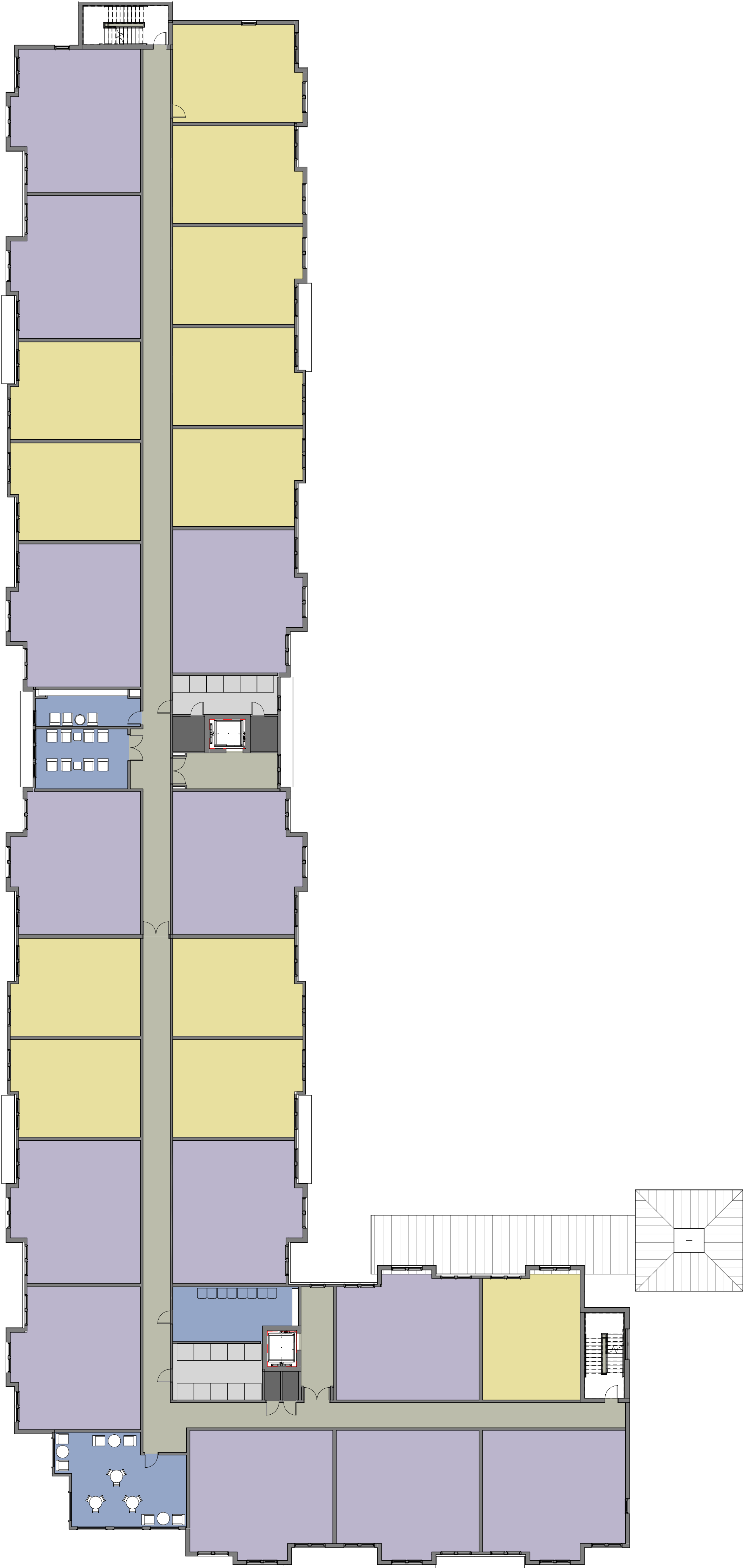
PARKING  
REQUIRED: .75/UNIT = 71 SPACES  
PROVIDED: +/- 80 SPACES (.85/UNIT)

PROGRAM LEGEND

- 1BR
- 2BR
- AMENITY
- BLDG SERV
- CIRCULATION
- OFFICE
- STORAGE



KUPFRIAN MANOR - FIRST FLOOR PLAN  
1/16\"/>



KUPFRIAN MANOR - TYP FLOOR PLAN  
1/16\"/>



KUPFRIAN MANOR  
AMENITY PLAN

WEST SITE  
AVERY PLACE APARTMENTS  
FAMILY APARTMENT BUILDINGS

BUILDING TYPE A  
4 STORIES

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EAST SITE  
KUPFRIAN MANOR  
SENIOR APARTMENT BUILDINGS

4 STORIES

1 BED / 1 BATH: 47  
2 BED / 2 BATH: 47  
TOTAL UNITS: 94

PARKING  
REQUIRED: .75/UNIT = 71 SPACES  
PROVIDED: +/- 80 SPACES (.85/UNIT)

PROGRAM LEGEND

- 2BR
- AMENITY
- BLDG SERV
- CIRCULATION
- OFFICE
- STORAGE



KUPFRIAN MANOR - ENLARGED AMENITY PLAN  
1/8" = 1'-0"

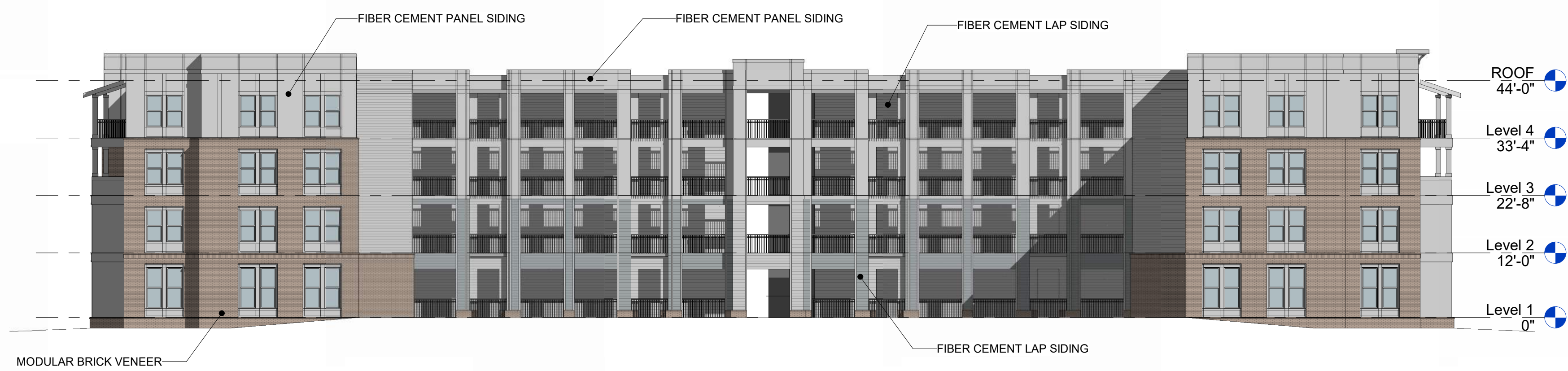


AVERY PLACE BUILDING  
(A) ELEVATIONS



AVERY PLACE BUILDING (A) ELEVATION - SOUTH

1/16" = 1'-0"



AVERY PLACE BUILDING (A) ELEVATION - NORTH

1/16" = 1'-0"



AVERY PLACE BUILDING (A) ELEVATION - WEST

1/16" = 1'-0"

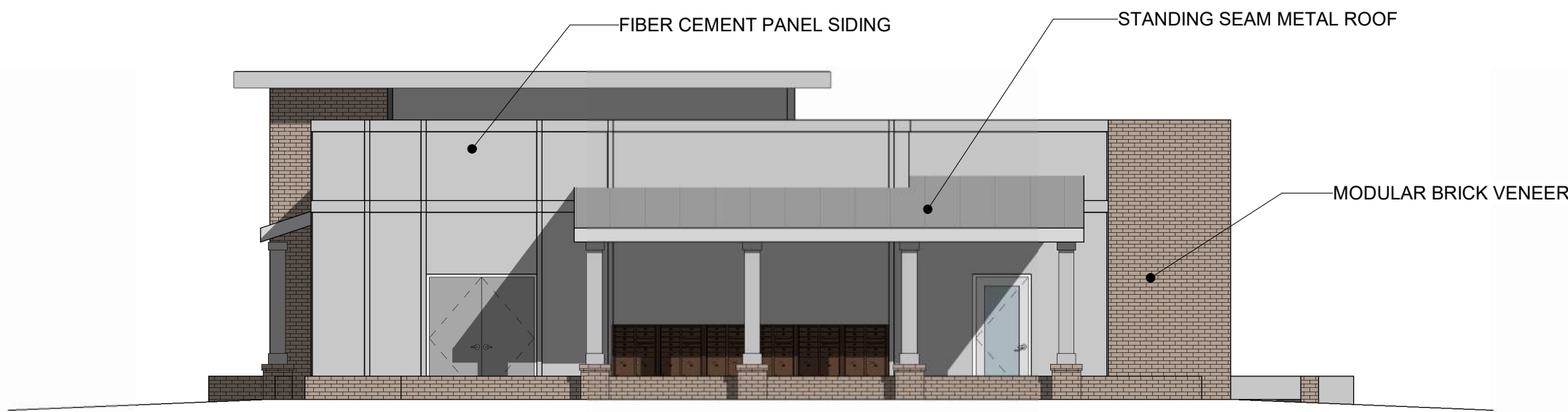


AVERY PLACE BUILDING (A) ELEVATION - EAST

1/16" = 1'-0"

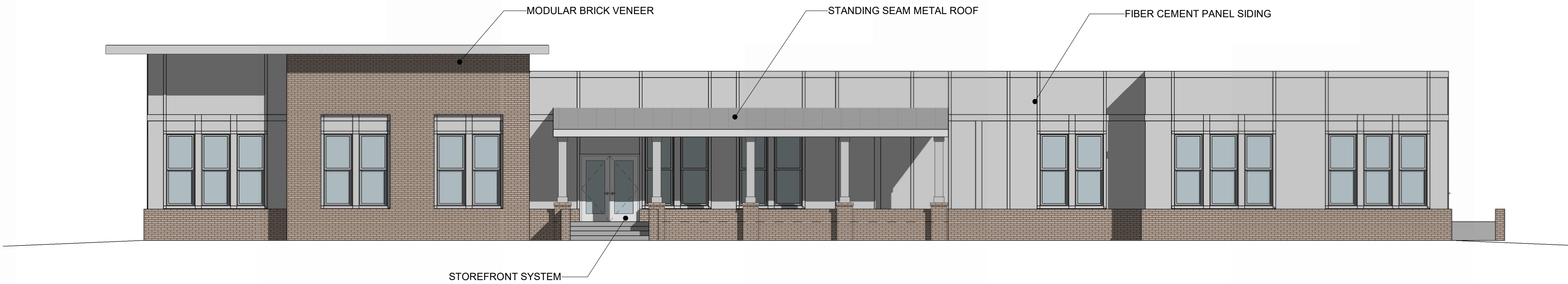


AVERY PLACE COMMUNITY  
BUILDING ELEVATIONS



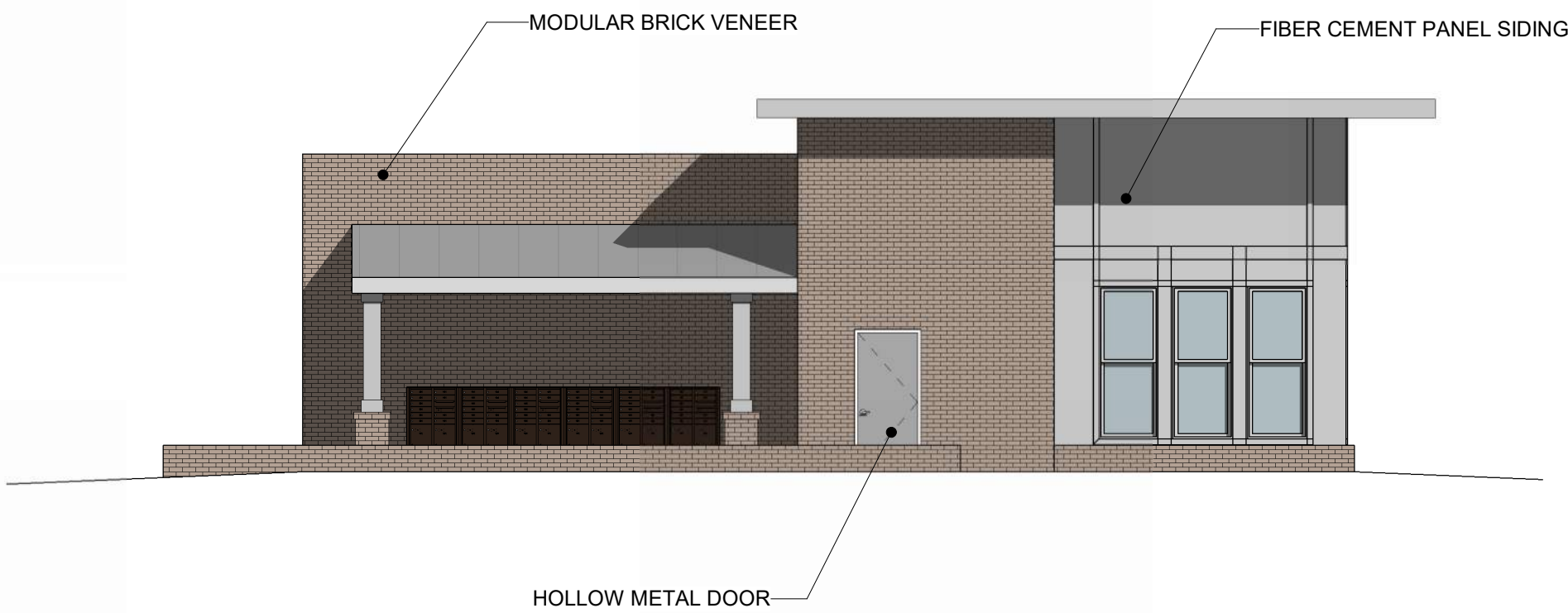
AVERY PLACE COMMUNITY BUILDING ELEVATION - NORTH

1/8" = 1'-0"



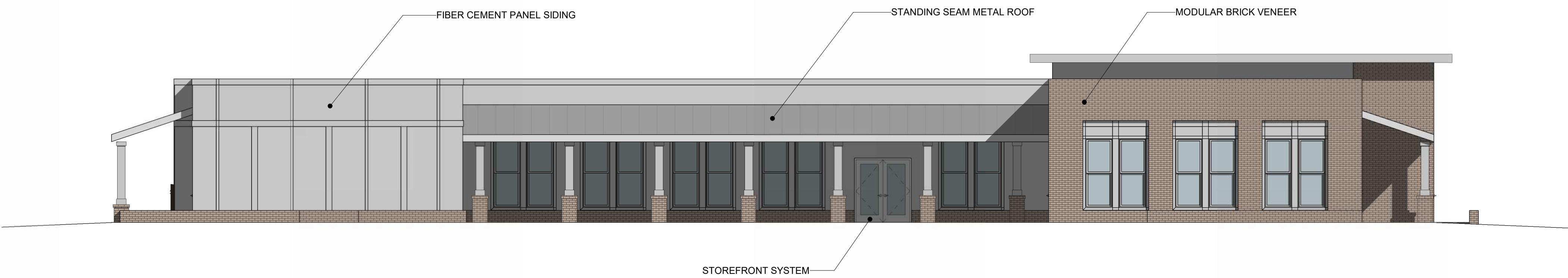
AVERY PLACE COMMUNITY BUILDING ELEVATION - EAST

1/8" = 1'-0"



AVERY PLACE COMMUNITY BUILDING ELEVATION - SOUTH

1/8" = 1'-0"

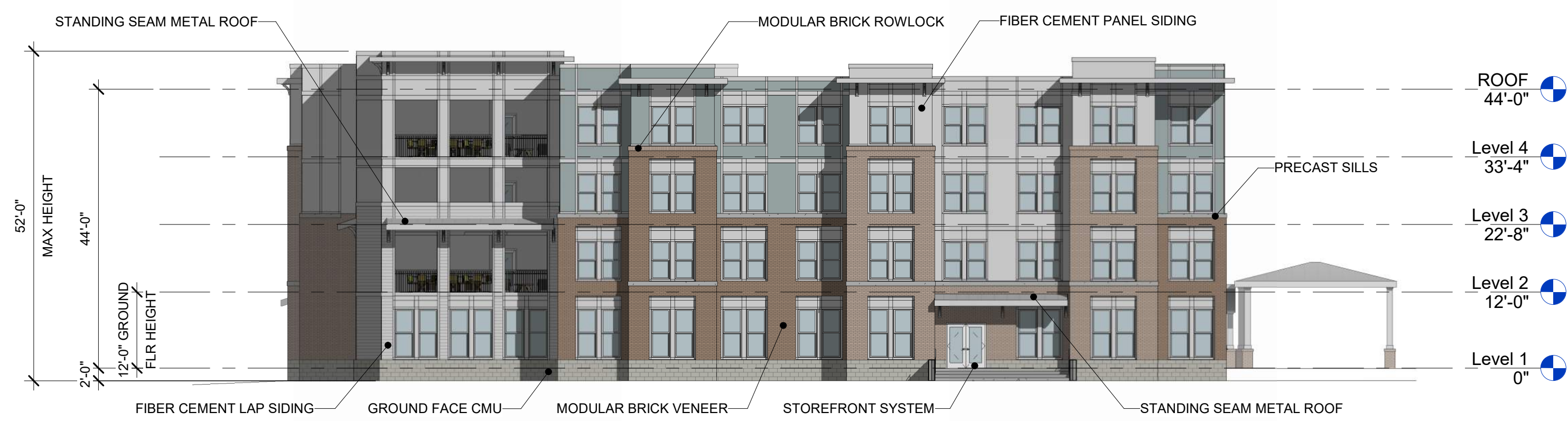


AVERY PLACE COMMUNITY BUILDING ELEVATION - WEST

1/8" = 1'-0"

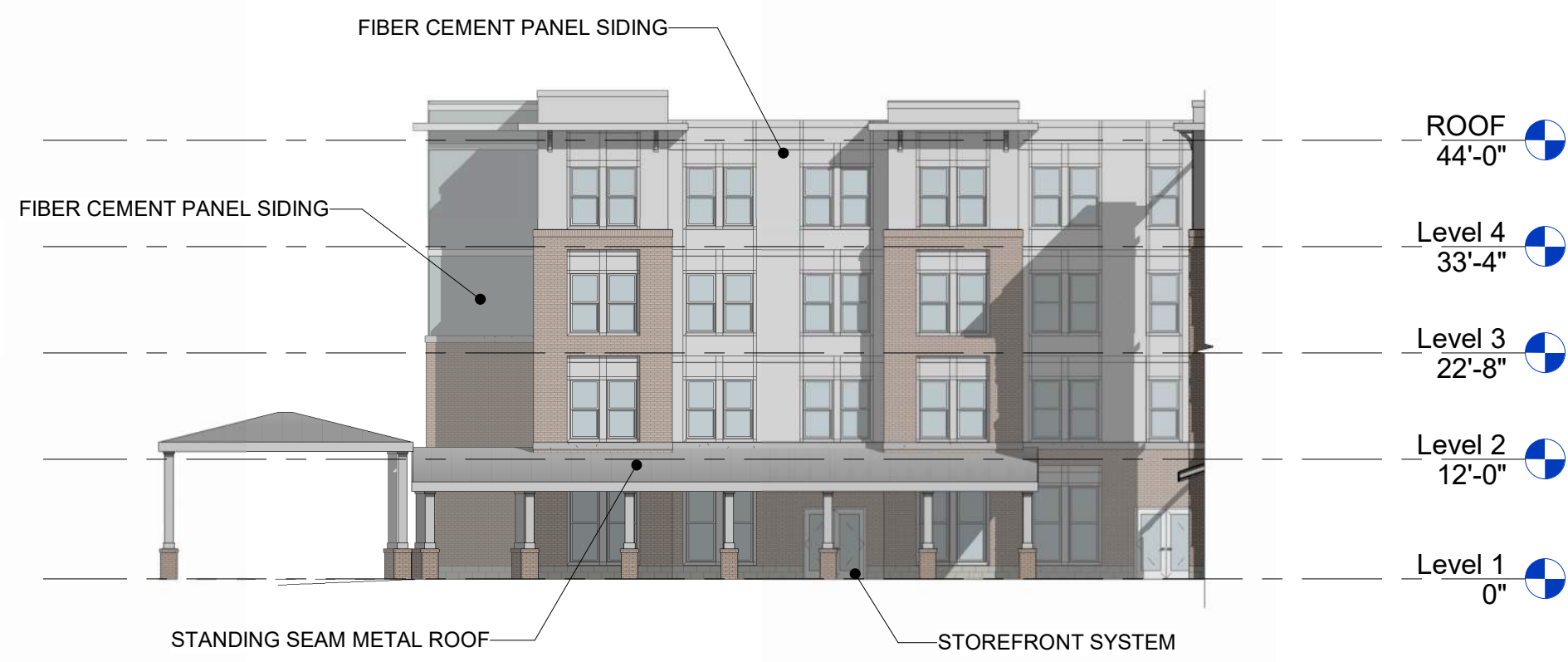


KUPFRIAN MANOR  
BUILDING ELEVATIONS



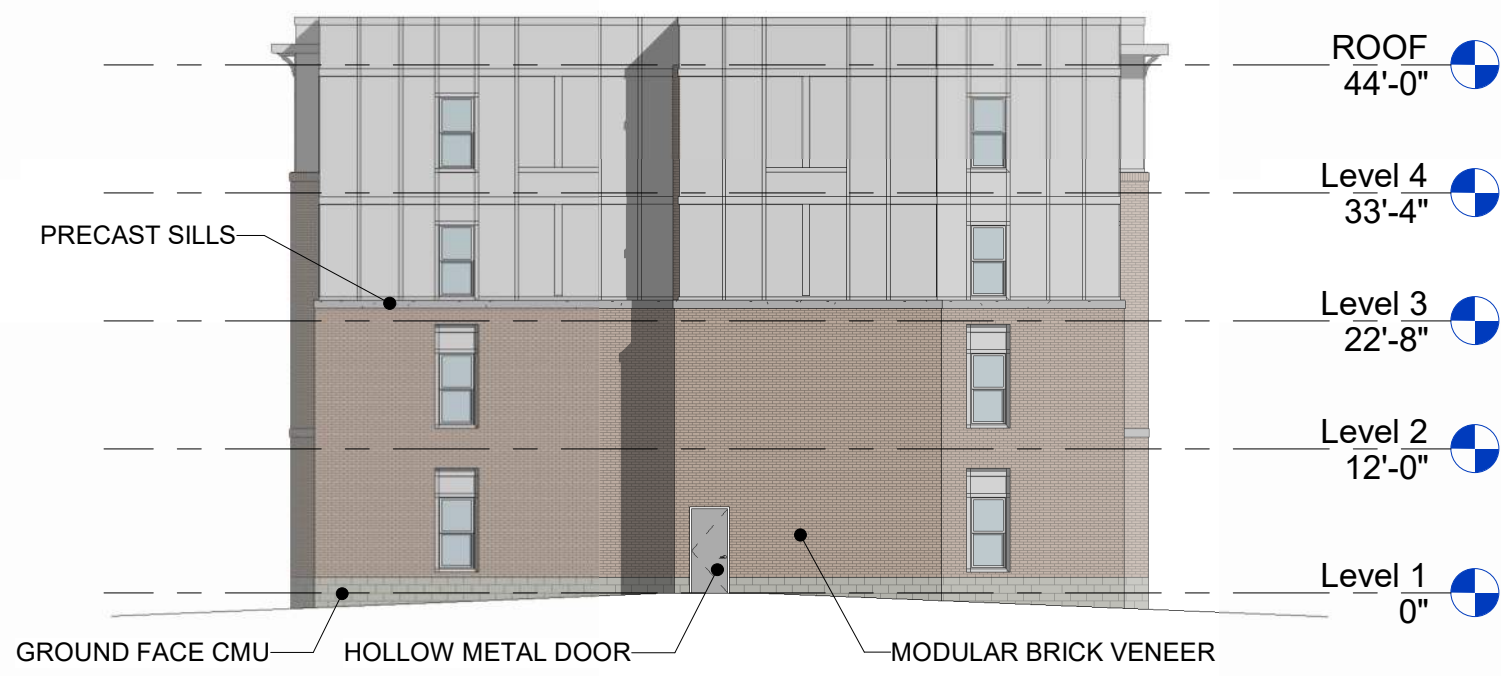
KUPFRIAN MANOR BUILDING ELEVATION - SOUTH

1/16" = 1'-0"



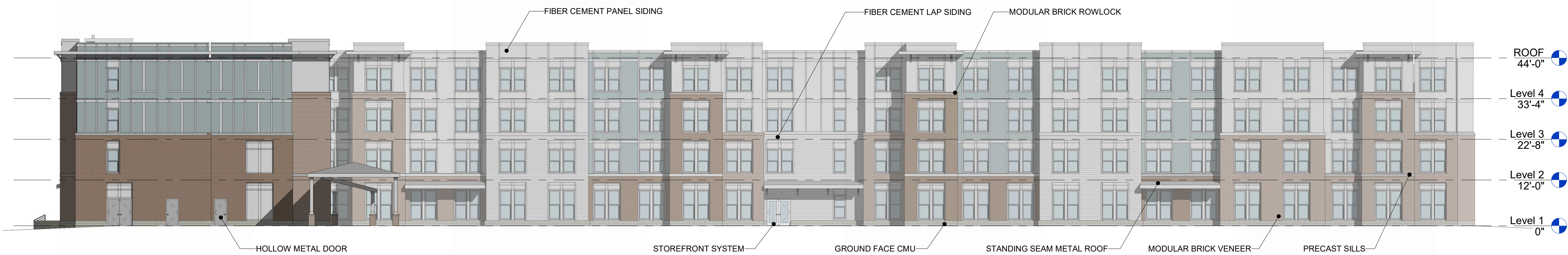
KUPFRIAN MANOR BUILDING ELEVATION - SOUTH-EAST

1/16" = 1'-0"



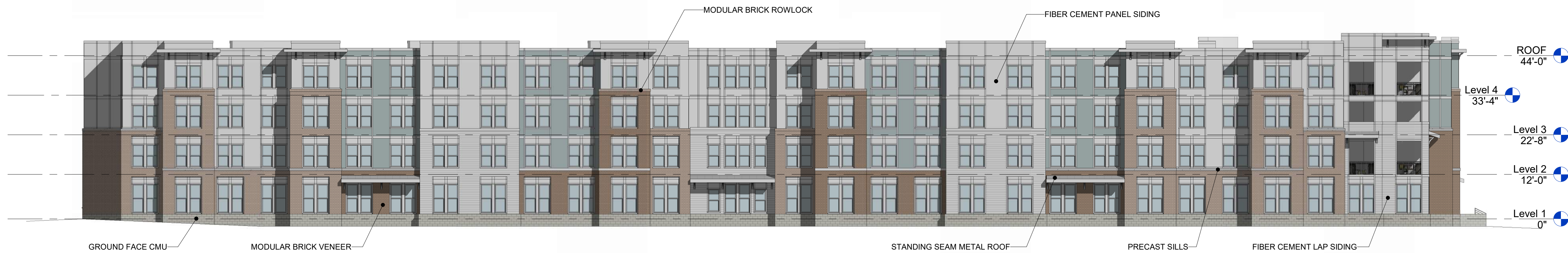
KUPFRIAN MANOR BUILDING ELEVATION - NORTH

1/16" = 1'-0"



KUPFRIAN MANOR BUILDING ELEVATION - EAST

1/16" = 1'-0"



KUPFRIAN MANOR BUILDING ELEVATION - WEST

1/16" = 1'-0"



3D EXTERIOR VIEWS



3D - Avery & Kupfrian- S Intersection



3D - Avery Bldg A - SW Corner



3D - Kupfrian - SW Corner



3D - Kupfrian - Rear





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 24-1146

Agenda Conference

12/9/2024

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** COUNCIL PRESIDENT JARED MOORE

**SUBJECT:**

PROPOSED ORDINANCE NO. 13-24 VACATION OF RIGHT OF WAY - 1000 W. MORENO STREET AND ADJACENT PARCELS - BAPTIST HOSPITAL LEGACY CAMPUS

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 13-24 on first reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF MALLORY STREET, AN UNIMPROVED PORTION OF "I" STREET, AND UNIMPROVED ALLEYWAYS IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** Public Hearing Required

**SUMMARY:**

A request has been received from Baptist Hospital for vacation of rights-of-way at 1000 W. Moreno Street and adjacent Baptist Hospital parcels (1100 BLK W. Mallory Street, 1200 W. Mallory Street, and 1700 N. "J" Street). The rights-of-way include a portion of Mallory Street, a portion of "I" Street, and three sections of alleys. All subject rights-of-way are located within parcels owned by Baptist Hospital and there are no other abutting property owners who would be impacted by the vacation request.

**In addition to the right-of-way vacation, the applicants are requesting that City Council not retain easements for public utilities, except within the Mallory Street right-of-way portion. All utility providers have provided comments of "no objection" to the vacation and to the easement extinguishment request, except for a 30'-wide easement in the Mallory Street portion to accommodate an existing Florida Power & Light facility.**

This request will provide for clear title to the land which is being purchased and developed into two affordable, workforce housing developments to be known as Kupfrian Manor (94-unit senior community) and Avery Place (112-unit family community). Tax credits supporting the transactions have been secured through Florida Housing Finance Corporation (FHFC) and tax exempt bonds have been induced by Escambia County Housing Finance Agency. In addition,



CDBG Disaster Recovery funds were also awarded from FHFC, and the development group is estimating construction budgets collectively over \$48M (hard costs alone) to construct both properties, which will stimulate further economic growth in the area. Attached is a draft aerial schematic of the property developments for reference.

**PRIOR ACTION:**

November 12, 2024 - The Planning Board recommended approval of the Vacation of ROW in a 7:0 vote.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

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

11/12/2024

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
David Forte, Deputy City Administrator  
Sherry Morris, AICP, Development Services Director  
Cynthia Cannon, AICP, Planning and Zoning Division Manager

**ATTACHMENTS:**

1. Proposed Ordinance No. 13-24
2. Business Impact Estimate - Proposed Ordinance No. 13-24
3. Planning Board Packet - 1000 W. Moreno Street Vacation ROW
4. 1100 W. Moreno Street\_Sensitive Properties Review Letter
5. Planning Board Minutes November 12, 2024
6. PACES - Kupfrian Manor\_Avery Place proposed site plan

**PRESENTATION: No**

PROPOSED  
ORDINANCE NO. 13-24

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING  
AN UNIMPROVED PORTION OF MALLORY STREET, AN  
UNIMPROVED PORTION OF "I" STREET, AND  
UNIMPROVED ALLEY WAYS IN PENSACOLA, ESCAMBIA  
COUNTY, STATE OF FLORIDA; PROVIDING FOR  
SEVERABILITY; REPEALING CLAUSE; AND PROVIDING  
AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on December 12, 2024, as to the vacation  
of an unimproved portion of Mallory Street, and unimproved portion of "I" Street, and  
unimproved alley ways in Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said right-of-way, hereinafter described, will  
contribute to the general welfare of the City of Pensacola in that said right-of-way is no  
longer needed as a public thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described rights-of-way in Pensacola, Escambia  
County, Florida are hereby closed, discontinued, vacated, and forever abandoned by  
the City of Pensacola as a public thoroughfare:

That portion of Mallory Street (55' R/W) lying east of the east R/W line of "J"  
Street (50' R/W), south of the south line of Block 42, Kupfrian Park, Kupfrian Park  
Company's subdivision of a portion of Section 29 and all of Section 30, Township  
2 South, Range 30 West, Escambia County, Florida, according to map of said  
subdivision recorded in deed book 62, page 245 of the public records of  
Escambia County, Florida, west of the west line of that portion of Mallory Street  
(55' R/W) vacated in map book 14, page 331, Escambia County Board of County  
Commissioners and north of the north line of Block 41 of said Kupfrian Park.

That portion of "I" Street (60' R/W) lying south of the south line of Park Place, as  
described in deed book 70, page 258, of the public records of Escambia County,  
Florida, and north of the north right of way line of Mallory Street (55' R/W) in  
Escambia County, Florida.

The 20' alley lying east of the east right of way line of "I" Street (60' R/W), west of  
the west right of way line of "H" Street (50' R/W), south of the south line of lots, 9,  
10, 11, 12, 13, 14, 15, 16, 17, and 18, north of the north line of lots, 19, 20, 21,  
22, 23, 24, 25, 26, 27 and 28, Block 79, North Hill Highlands, a resubdivision of

the Dallas Tract according to plat recorded in deed book 62, page 244, of the records of Escambia County, Florida.

The 20' alley lying in Block 80, said block lying south of the south line of Park Place, described in deed book 70, page 258, of the public records of Escambia County, Florida, east of the east right of way line of "I" Street (60' R/W), north of the north right of way line of Mallory Street (80' R/W), and west of the west right of line of "H" Street (50' R/W), according to the Watson/Overman map of Pensacola copyrighted in 1949.

Commencing at the southwest corner of Block 42, Kupfrian Park, Kupfrian Park Company's subdivision of a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to map of said subdivision recorded in Deed Book 62, Page 245 of the Public Records of Escambia County, Florida, thence run north along the west line of said block a distance of 140.00 feet to the northwest corner of Lot 6 and the southwest corner of a 20' alley; thence run east along the north lines of Lots 4, 5 and 6 for 150.00 feet to the northeast corner of Lot 4 and the point of beginning; thence continue along the alley's eastward extension 150.00 feet to the west right of way line of "I" Street (60' R/W); thence run north along said R/W line for 20.00 feet to the intersection of said R/W line with the eastward extension of the south lines of Lots 7, 8 and 9 of said Block 42; thence run west along the extension for 150.00 feet to the southeast corner of Lot 9; thence run south 20.00 feet to the point of beginning.

Lying in and being a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida.

SECTION 2. That the owners of the abutting property be, and they are hereby, authorized to acquire possession of the rights-of-way more particularly described in Section 1 of this ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for Florida Power & Light and its successors and assigns, an easement over the southernmost 30 feet of the Mallory Street right-of-way vacated hereby for the purpose of locating, installing, upgrading, constructing, repairing, replacing and maintaining public utilities and related improvements.

SECTION 4. 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 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance 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.

Passed: \_\_\_\_\_

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's title/reference: P.O. No. 13-24. AN ORDINANCE CLOSING, ABANDONING AND VACATING AN UNIMPROVED PORTION OF MALLORY STREET, AN UNIMPROVED PORTION OF "I" STREET, AND UNIMPROVED ALLEY WAYS IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; 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):

That the following described rights-of-way in Pensacola, Escambia County, Florida are hereby closed, discontinued, vacated, and forever abandoned by the City of Pensacola as a public thoroughfare:

That portion of Mallory Street (55' R/W) lying east of the east R/W line of "J" Street (50' R/W), south of the south line of Block 42, Kupfrian Park, Kupfrian Park Company's subdivision of a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to map of said subdivision recorded in deed book 62, page 245 of the public records of Escambia County, Florida, west of the west line of that portion of Mallory Street (55' R/W) vacated in map book 14, page 331, Escambia County Board of County Commissioners and north of the north line of Block 41 of said Kupfrian Park.

That portion of "I" Street (60' R/W) lying south of the south line of Park Place, as described in deed book 70, page 258, of the public records of Escambia County, Florida, and north of the north right of way line of Mallory Street (55' R/W) in Escambia County, Florida.

The 20' alley lying east of the east right of way line of "I" Street (60' R/W), west of the west right of way line of "H" Street (50' R/W), south of the south line of lots, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, north of the north line of lots, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Block 79, North Hill Highlands, a resubdivision of the Dallas Tract according to plat recorded in deed book 62, page 244, of the records of Escambia County, Florida.

The 20' alley lying in Block 80, said block lying south of the south line of Park Place, described in deed book 70, page 258, of the public records of Escambia County, Florida, east of the east right of way line of "I" Street (60' R/W), north of the north right of way line of Mallory Street (80' R/W), and west of the west right of line of "H" Street (50' R/W), according to the Watson/Overman map of Pensacola copyrighted in 1949.

Commencing at the southwest corner of Block 42, Kupfrian Park, Kupfrian Park Company's subdivision of a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida, according to map of said subdivision recorded in Deed Book 62, Page 245 of the Public Records of Escambia County, Florida, thence run north along the west line of said block a distance of 140.00 feet to the northwest corner of Lot 6 and the southwest corner of a 20' alley; thence run east along the north lines of Lots 4, 5 and 6 for 150.00 feet to the northeast corner of Lot 4 and the point of beginning; thence continue along the alley's eastward extension 150.00 feet to the west right of way line of "I" Street (60' R/W); thence run north along said R/W



line for 20.00 feet to the intersection of said R/W line with the eastward extension of the south lines of Lots 7, 8 and 9 of said Block 42; thence run west along the extension for 150.00 feet to the southeast corner of Lot 9; thence run south 20.00 feet to the point of beginning.

Lying in and being a portion of Section 29 and all of Section 30, Township 2 South, Range 30 West, Escambia County, Florida.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

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.):

The proposed ordinance would vacate public rights-of-way and would not have an adverse economic impact on private, for-profit business in the city.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1053

Planning Board

11/12/2024

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### **ACTION ITEM**

#### **SUBJECT:**

Request for Vacation of Street and Alley Rights-of-Way – 1000 W. Moreno Street, Baptist Hospital Legacy Campus

#### **SUMMARY:**

A request has been received from Baptist Hospital for vacation of rights-of-way at 1100 W. Moreno Street. The rights-of-way include a portion of Mallory Street, a portion of "I" Street, and three sections of alleys. All subject rights-of-way are located within parcels owned by Baptist Hospital and there are no other abutting property owners who would be impacted by the potential vacation. In addition to the right-of-way vacation, the applicants are requesting that City Council not retain easements for public utilities, except within the Mallory Street right-of-way portion. All utility providers have provided comments of "no objection" to the vacation and to the easement extinguishment request, with the exception to a 30'-wide easement in the Mallory Street portion to accommodate an existing FP&L facility.

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

#### **RECOMMENDED CODE SECTIONS**

[Sec. 12-11-4. Vacation of streets, alleys](#)

#### **ATTACHMENTS:**

1. Baptist Hospital Vacation of ROW\_Images
2. Baptist Hospital\_ROW Vacation Application and Materials
3. Review Comments\_Old Baptist Hospital Vacation ROW
4. Sec.\_12\_11\_4.\_Vacation\_of\_streets\_\_alleys





## VACATION OF ALLEY OR STREET RIGHT OF WAY

Fee: \$2,000.00

Rehearing/Rescheduling Planning Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00



### Applicant Information:

Name: Baptist Health Care, Inc.

Address: 125 Baptist Way, Suite 6A, Pensacola, FL 32503

Phone: 449-227-3862

Fax: \_\_\_\_\_

Email: jessica.andrade@bhcpns.org

### Property Information:

Owner Name: Baptist Health Care, Inc.

Location/Address: 1000 W. Moreno St., Pensacola, FL 32501

Legal Description: Please attach a full legal description (from deed or survey)

### Purpose of vacation of city right of way/comments:

See attached Rider

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Scallan

Signature of Applicant

Date

10/9/24

(Owner of Property or Official Representative of Owner)

### FOR OFFICE USE ONLY

District: \_\_\_\_\_

Date Received: \_\_\_\_\_

Case Number: \_\_\_\_\_

Date Postcards mailed: \_\_\_\_\_

Planning Board Date: \_\_\_\_\_

Recommendation: \_\_\_\_\_

Council Date: \_\_\_\_\_

Council Action: \_\_\_\_\_

#### **Sec. 12-12-4. Vacation of Streets, alleys**

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

(A) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the community development department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.

- (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the community development department at least twenty-one (21) 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 have 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. A legal description of the property proposed to be vacated;
    3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
    4. Reason for vacation request;
    5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
  - (c) 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 of the application.
  - (d) Any party may appear in person, by agent, or by attorney.
  - (e) 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 to vacate 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 city planning department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting.

- (1) Public notice for vacation of streets, alleys.
  - (a) A sign shall be prominently posted on the property to which the application pertains, at least seven (7) days prior to the scheduled board meeting.
  - (b) The community development department shall notify property owners within a three hundred (300) radius, as identified by the current Escambia County tax roll maps, of the property proposed for vacation 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 city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven (7) days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten (10) days prior to the public hearing. The community development department shall notify property owners by certified mail, as identified by the current Escambia County tax roll, at least fifteen (15) days prior to the city council public hearing
  - (a) In case of an alley vacation request all adjacent owners shall be notified.
  - (b) In the case of a street vacation request, all property owners within three hundred feet (300') of the request shall be notified.
- (2) *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two (2) times following the public hearing, at which time the vacation becomes effective.

(D) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.

(E) *Zoning of vacated property.* Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.

(F) *Ownership of property.* Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.



## RIDER TO APPLICATION FOR VACATION OF ALLEY OR STREET RIGHT OF WAY

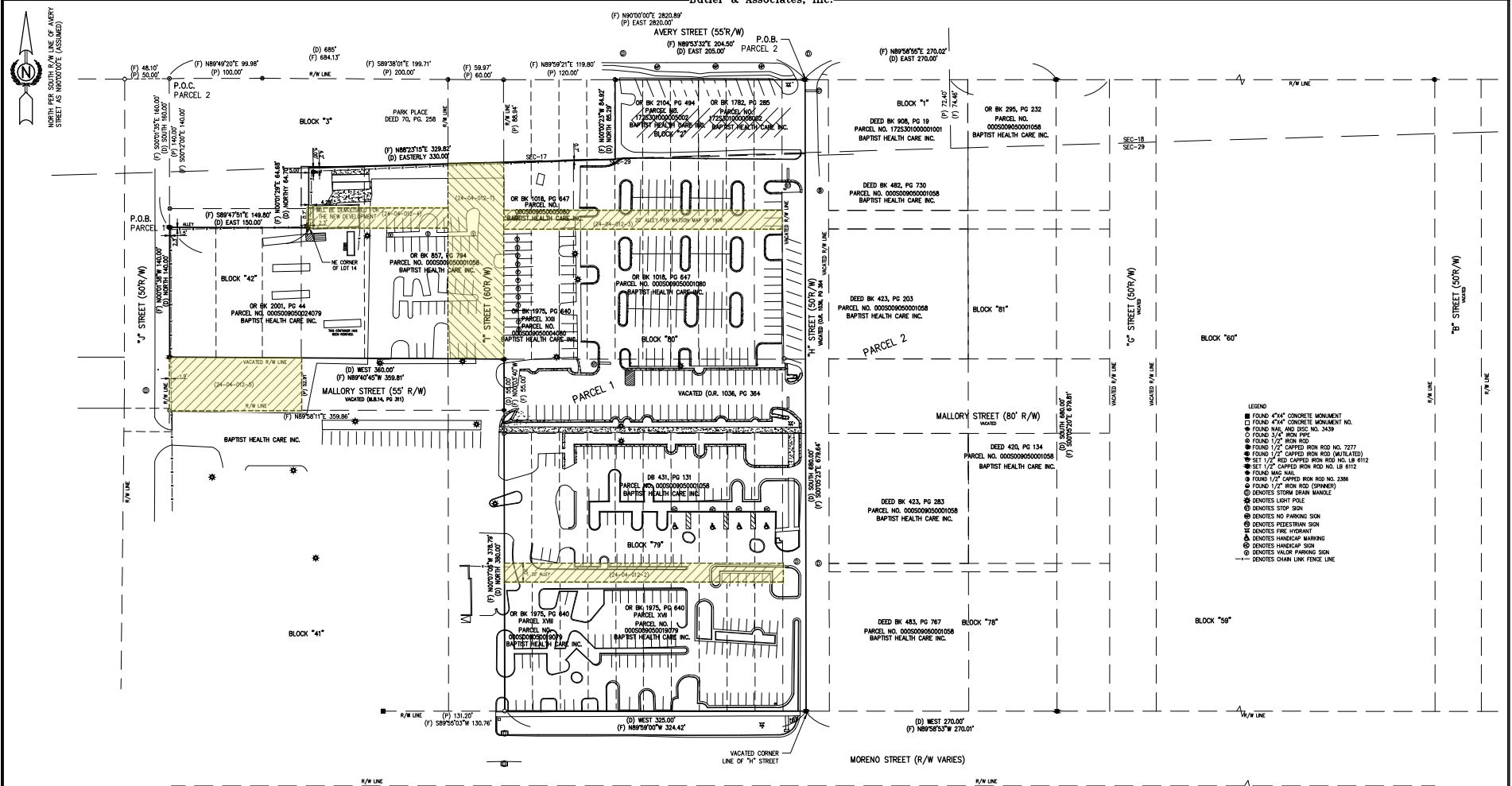
### BAPTIST HEALTH CARE, INC.

Attached hereto are (i) Butler & Associates of Pensacola, Inc. prepared sketches and legal descriptions for five (5) separate rights of way to be vacated pursuant to this application and (ii) that certain Ownership and Encumbrance Report prepared by First American Title Insurance Company bearing file number 110490925 ("Title Report"). As evidenced in the Title Report, the applicant, Baptist Health Care, Inc., owns the abutting real property on either side of the rights-of-way to be vacated.

A description of the rights-of-way to be vacated is as follows:

1. "I" Street – a portion of "I" Street lying southerly of the south line of "Park Place" (Deed Book 70, Page 258) and northerly of the north right of way line of Mallory Street. See the Title Report descriptions for Parcels 42-A and 42-B which abut the "I" Street right-of-way to the West and parcels 80-A and 80-B abutting the right-of-way to the East.
2. 20-foot alley line between the easterly boundary of "I" street and the westerly boundary of "H" Street with lots 9 through 18, inclusive, to the north and lots 19 through 28, inclusive, to the south, all of Block 79, North Hill Highlands (Deed book 62, page 244). See the Title Report description of Block 79, North Hill Highlands, lots 9 through 28, for the property lying to the north and south of the right-of-way.
3. 20-foot alley line in Block 80, south of the south line of Park Place between the East right-of-way line of "I" Street and the west right-of-way line "H" Street. See the Title Report descriptions of Parcel 80-A for the northerly abutting property and the description of Parcel 80-B for the southerly abutting property.
4. The easterly 150 feet of that certain 20-foot alley lying within Block 42, Kupfrian Park (Deed Book 62, Page 245) and abutting the west boundary of "I" Street. See the description in the Title Report for Parcel 42-A as to the northerly abutting property and the description of Parcel 42-B as to the southerly abutting property.
5. That portion of Mallory Street which lies east of the East right-of-way line of "I" Street and the West line of that portion of Mallory Street previously vacated in Map Book 14, Page 311. See the Title Report descriptions for Parcel 41-A for the southerly abutting property and Parcel 42-B for the northerly abutting property.

The foregoing rights-of-way are requested to be vacated in order to properly consolidate ownership of the adjacent tracts for the purpose of developing affordable housing on the subject property.



## LEGAL DESCRIPTION: PARCEL 1 (PREPARED AT CLIENT'S REQUEST)

COMMENCE AT A 1" IRON ROD AT THE NORTHWEST CORNER OF LOT 7, BLOCK 42, KUPPARIAN PARK, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 62, PAGE 245, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH ALONG THE WEST LINE OF SAID BLOCK 42, ALSO BEING THE WEST RIGHT OF WAY LINE OF "J" STREET (50' R/W), FOR A DISTANCE OF 160.00 FEET TO THE NORTHWEST CORNER OF LOT 6, OF SAID BLOCK 42 AND THE POINT OF BEGINNING; THENCE GO EAST ALONG THE NORTH LINE OF LOTS 6, 5 AND 4 OF SAID BLOCK 42 FOR A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE GO NORTH ALONG AN EXTENSION OF THE EAST LINE OF SAID LOT 4 AND THE EAST LINE OF LOT 9 OF SAID BLOCK 42 A DISTANCE OF 14.70 FEET TO AN INTERSECTION WITH THE EXTENSION OF THE SOUTH LINE OF BLOCK 3, PARK PLACE, BEING THE PACKARD LAND COMPANY SUBDIVISION OF LOTS 1 AND 2 IN SECTION 17, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, RECORDED IN DEED BOOK 70, PAGE 256 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARK PLACE A DISTANCE OF 330.00 FEET TO THE SOUTH EAST CORNER OF LOT 4, BLOCK 2 OF SAID PARK PLACE; THENCE GO NORTH ALONG THE EAST LINE OF SAID LOT 4 FOR A DISTANCE OF 80.20 FEET TO THE SOUTH RIGHT OF WAY LINE OF AVERY STREET (50' R/W), ALSO BEING THE NORTHEAST CORNER OF LOT 4; THENCE EAST ALONG SAID RIGHT OF WAY LINE FOR 205.00 FEET TO THE CENTERLINE OF "J" STREET (50' R/W) (VACATED D.R. BOOK 1036, PAGE 365); THENCE GO SOUTH ALONG THE SAID CENTERLINE OF "J" STREET FOR 680.00 FEET TO THE NORTH RIGHT OF WAY LINE OF MORENO STREET (R/W VARIES); THENCE GO WEST ALONG SAID RIGHT OF WAY LINE, ALSO BEING THE SOUTH LINE OF BLOCK 79, NORTH HILL HIGHLANDS, AS RECORDED IN DEED BOOK 62, PAGE 244, IN AFORESAID PUBLIC RECORDS FOR A DISTANCE OF 320.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 79; THENCE GO NORTH ALONG THE WEST LINE OF SAID BLOCK 79 AND ITS NORTHERLY EXTENSION A DISTANCE OF 380.00 FEET TO THE SOUTHWEST CORNER OF LOT 80 OF SAID NORTH HILL HIGHLANDS; THENCE GO WEST A DISTANCE OF 360.00 FEET ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID BLOCK 80 TO THE EAST R/W LINE OF "J" STREET (50' R/W); THENCE GO NORTH ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

## LEGAL DESCRIPTION: PARCEL 2 (PREPARED AT CLIENT'S REQUEST)

COMMENCE AT A 1" IRON ROD AT THE NORTHWEST CORNER OF LOT 7, BLOCK 42, KUPPARIAN PARK, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 62, PAGE 245, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO EAST ALONG THE NORTH LINE OF SAID BLOCK 42, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF AVERY STREET (50' R/W), FOR A DISTANCE OF 480.00 FEET TO THE CENTERLINE OF "J" STREET (50' R/W) (VACATED D.R. BOOK 1036, PAGE 365) AND THE POINT OF BEGINNING; THENCE CONTINUE EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 270.00 FEET; THENCE GO SOUTH PARALLEL WITH THE SAID CENTERLINE OF "J" STREET FOR 680.00 FEET TO THE NORTH RIGHT OF WAY LINE OF MORENO STREET (R/W VARIES); THENCE GO WEST ALONG SAID RIGHT OF WAY LINE, ALSO BEING THE SOUTH LINE OF BLOCK 78, NORTH HILL HIGHLANDS, AS RECORDED IN DEED BOOK 62, PAGE 244, IN AFORESAID PUBLIC RECORDS FOR A DISTANCE OF 270.00 FEET TO THE AFORESAID CENTERLINE OF "J" STREET (50' R/W); THENCE GO NORTH ALONG THE SAID CENTERLINE A DISTANCE OF 680.00 FEET TO THE POINT OF BEGINNING.

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TELE: (850)-476-4768  
FAX: (850)-476-4945

TYPE SURVEY

ASBUILT

CLIENT

SCALE: 1"=50'

ISSUE DATE: 04/13/24

FIELD DATE: 03/28/24

ORDER NO.: 24-04-012

FIELD BOOK: 2129/54

DRAWN BY: CK

SURVEYORS CERTIFICATE

I HEREBY STATE THAT THIS SURVEY AND/OR SKETCH OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.

WILLIAM T. BUTLER  
REGISTERED LAND SURVEYOR NO. 3774

NOT VALID WITHOUT THE  
SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF  
A FLORIDA LICENSED  
PROFESSIONAL SURVEYOR  
AND MAPPER

Florida Corporate No. LB 6112



NORTH PER R/W LINE OF "I" STREET  
AS N00°00'00"E (ASSUMED)

AVERY STREET (55' R/W)

BLOCK "3"

PARK PLACE  
DEED 70, PG. 258

BLOCK "2"

SOUTH LINE OF PARK PLACE

SEC-17

SEC-29

"I" STREET (60' R/W)

BLOCK "80"

MALLORY STREET (55' R/W)

THAT PORTION OF "I" STREET (60' R/W) LYING SOUTH OF  
THE SOUTH LINE OF PARK PLACE, AS DESCRIBED IN DEED  
BOOK 70, PAGE 258, OF THE PUBLIC RECORDS OF ESCAMBIA  
COUNTY, FLORIDA, AND NORTH OF THE NORTH RIGHT OF WAY  
LINE OF MALLORY STREET (55' R/W) IN ESCAMBIA COUNTY,  
FLORIDA.

SKETCH ONLY, NOT A BOUNDARY SURVEY

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| SCALE<br>1"=50' | TYPE<br>LEGAL & SKETCH | ISSUE DATE<br>9/25/24 | FIELD DATE<br>N/A | ORDER NO.<br>24-04-012-1 | FIELD BOOK<br>N/A |
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| I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND DRAWING AS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS. |                                                                                                                |                                                                                                                                             |                                                                                                          |                                                                                                                                                                            |  |
| • Degree<br>" Feet or Minutes<br>" Inches or Seconds                                                                                                                                                                                                                                                                                                                            | P.R.C. Point of Reverse Curvature<br>P.C.C. Point of Compound Curvature<br>P.R.M. Permanent Reference Monument | B.S.L. Building Setback Line<br>D Dead<br>P Plot<br>F Field                                                                                 | H/T Hub and Tack<br>C.M. Concrete Monument<br>O/S Offset Point<br>O.H.W. Overhead Utility Wire           | NOT VALID WITHOUT<br>THE SIGNATURE<br>AND THE ORIGINAL RAISED<br>SEAL OF A FLORIDA<br>LICENSED<br>PROFESSIONAL<br>SURVEYOR AND MAPPER<br><br>Florida Corporate No. LB 6112 |  |
| N North<br>S South<br>E East<br>W West                                                                                                                                                                                                                                                                                                                                          | R/W Right of Way<br>R.P. Radius Point<br>A Central Angle<br>R Radius<br>L Length of Arc                        | P.O.C. Point of Commencement<br>P.O.B. Point of Beginning<br>I.R. Iron Rod<br>C.I.R. Capped Iron Rod<br>I.P. Iron Pipe<br>N/D Nail and Disk | Concrete or Pavement<br>Wood Decking<br>Covered Area<br>Wire of Chain Link Fence<br>Wooden Privacy Fence |                                                                                                                                                                            |  |
| P.C.P. Permanent Control Point<br>P.T. Point of Tangency<br>P.C. Point of Curvature                                                                                                                                                                                                                                                                                             | C Chord<br>C.B. Chord Bearing                                                                                  |                                                                                                                                             |                                                                                                          |                                                                                                                                                                            |  |



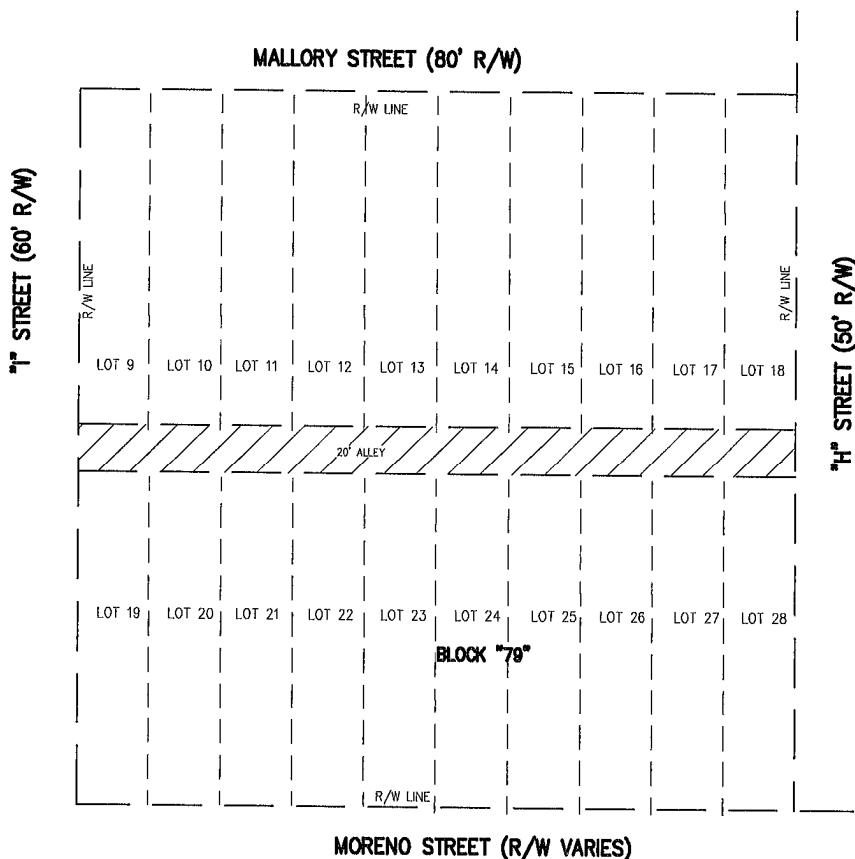
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WILLIAM T. BUTLER P.S.M. No. 3774



THE 20' ALLEY LYING EAST OF THE EAST RIGHT OF WAY LINE OF "I" STREET (60' R/W), WEST OF THE WEST RIGHT OF WAY LINE OF "H" STREET (50' R/W), SOUTH OF THE SOUTH LINE OF LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18, NORTH OF THE NORTH LINE OF LOTS 19, 20, 21, 22, 23, 24, 25, 26, 27 AND 28, BLOCK 79, NORTH HILL HIGHLANDS, A RESUBDIVISION OF THE DALLAS TRACT ACCORDING TO PLAT RECORDED IN DEED BOOK 62, PAGE 244, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SKETCH ONLY, NOT A BOUNDARY SURVEY

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| SCALE<br>1"=50'                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | TYPE<br>LEGAL & SKETCH | ISSUE DATE<br>9/25/24        | FIELD DATE<br>N/A | ORDER NO.<br>24-04-012-2 | FIELD BOOK<br>N/A |                          |        |                            |        |                       |     |              |                   |        |                             |   |      |      |                   |                     |        |                              |   |      |     |              |         |     |              |   |       |        |                       |         |      |              |        |                       |  |                      |        |   |               |        |                    |  |              |        |   |        |      |                 |       |              |                                |   |               |        |                 |       |                          |                        |   |       |      |           |       |                      |                         |      |               |     |              |  |  |
| <p>I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND DRAWING AS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                        |                              |                   |                          |                   |                          |        |                            |        |                       |     |              |                   |        |                             |   |      |      |                   |                     |        |                              |   |      |     |              |         |     |              |   |       |        |                       |         |      |              |        |                       |  |                      |        |   |               |        |                    |  |              |        |   |        |      |                 |       |              |                                |   |               |        |                 |       |                          |                        |   |       |      |           |       |                      |                         |      |               |     |              |  |  |
| <table><tr><td>• Degree</td><td>P.R.C.</td><td>Point of Reverse Curvature</td><td>B.S.L.</td><td>Building Setback Line</td><td>H/T</td><td>Hub and Tack</td></tr><tr><td>• Feet or Minutes</td><td>P.C.C.</td><td>Point of Compound Curvature</td><td>D</td><td>Deed</td><td>C.M.</td><td>Concrete Monument</td></tr><tr><td>• Inches or Seconds</td><td>P.P.M.</td><td>Permanent Reference Monument</td><td>P</td><td>Plot</td><td>O/S</td><td>Offset Point</td></tr><tr><td>N North</td><td>R/W</td><td>Right of Way</td><td>F</td><td>Field</td><td>O.H.W.</td><td>Overhead Utility Wire</td></tr><tr><td>S South</td><td>R.P.</td><td>Radius Point</td><td>P.O.C.</td><td>Point of Commencement</td><td></td><td>Concrete or Pavement</td></tr><tr><td>E East</td><td>A</td><td>Central Angle</td><td>P.O.B.</td><td>Point of Beginning</td><td></td><td>Wood Decking</td></tr><tr><td>W West</td><td>R</td><td>Radius</td><td>L.R.</td><td>Capped Iron Rod</td><td>—x—x—</td><td>Covered Area</td></tr><tr><td>P.C.P. Permanent Control Point</td><td>L</td><td>Length of Arc</td><td>C.I.R.</td><td>Capped Iron Rod</td><td>—w—w—</td><td>Wire of Chain Link Fence</td></tr><tr><td>P.T. Point of Tangency</td><td>C</td><td>Chord</td><td>I.P.</td><td>Iron Pipe</td><td>—d—d—</td><td>Wooden Privacy Fence</td></tr><tr><td>P.C. Point of Curvature</td><td>C.B.</td><td>Chord Bearing</td><td>N/D</td><td>Not and Disk</td><td></td><td></td></tr></table> |                        |                              |                   |                          |                   | • Degree                 | P.R.C. | Point of Reverse Curvature | B.S.L. | Building Setback Line | H/T | Hub and Tack | • Feet or Minutes | P.C.C. | Point of Compound Curvature | D | Deed | C.M. | Concrete Monument | • Inches or Seconds | P.P.M. | Permanent Reference Monument | P | Plot | O/S | Offset Point | N North | R/W | Right of Way | F | Field | O.H.W. | Overhead Utility Wire | S South | R.P. | Radius Point | P.O.C. | Point of Commencement |  | Concrete or Pavement | E East | A | Central Angle | P.O.B. | Point of Beginning |  | Wood Decking | W West | R | Radius | L.R. | Capped Iron Rod | —x—x— | Covered Area | P.C.P. Permanent Control Point | L | Length of Arc | C.I.R. | Capped Iron Rod | —w—w— | Wire of Chain Link Fence | P.T. Point of Tangency | C | Chord | I.P. | Iron Pipe | —d—d— | Wooden Privacy Fence | P.C. Point of Curvature | C.B. | Chord Bearing | N/D | Not and Disk |  |  |
| • Degree                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | P.R.C.                 | Point of Reverse Curvature   | B.S.L.            | Building Setback Line    | H/T               | Hub and Tack             |        |                            |        |                       |     |              |                   |        |                             |   |      |      |                   |                     |        |                              |   |      |     |              |         |     |              |   |       |        |                       |         |      |              |        |                       |  |                      |        |   |               |        |                    |  |              |        |   |        |      |                 |       |              |                                |   |               |        |                 |       |                          |                        |   |       |      |           |       |                      |                         |      |               |     |              |  |  |
| • Feet or Minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | P.C.C.                 | Point of Compound Curvature  | D                 | Deed                     | C.M.              | Concrete Monument        |        |                            |        |                       |     |              |                   |        |                             |   |      |      |                   |                     |        |                              |   |      |     |              |         |     |              |   |       |        |                       |         |      |              |        |                       |  |                      |        |   |               |        |                    |  |              |        |   |        |      |                 |       |              |                                |   |               |        |                 |       |                          |                        |   |       |      |           |       |                      |                         |      |               |     |              |  |  |
| • Inches or Seconds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | P.P.M.                 | Permanent Reference Monument | P                 | Plot                     | O/S               | Offset Point             |        |                            |        |                       |     |              |                   |        |                             |   |      |      |                   |                     |        |                              |   |      |     |              |         |     |              |   |       |        |                       |         |      |              |        |                       |  |                      |        |   |               |        |                    |  |              |        |   |        |      |                 |       |              |                                |   |               |        |                 |       |                          |                        |   |       |      |           |       |                      |                         |      |               |     |              |  |  |
| N North                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | R/W                    | Right of Way                 | F                 | Field                    | O.H.W.            | Overhead Utility Wire    |        |                            |        |                       |     |              |                   |        |                             |   |      |      |                   |                     |        |                              |   |      |     |              |         |     |              |   |       |        |                       |         |      |              |        |                       |  |                      |        |   |               |        |                    |  |              |        |   |        |      |                 |       |              |                                |   |               |        |                 |       |                          |                        |   |       |      |           |       |                      |                         |      |               |     |              |  |  |
| S South                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | R.P.                   | Radius Point                 | P.O.C.            | Point of Commencement    |                   | Concrete or Pavement     |        |                            |        |                       |     |              |                   |        |                             |   |      |      |                   |                     |        |                              |   |      |     |              |         |     |              |   |       |        |                       |         |      |              |        |                       |  |                      |        |   |               |        |                    |  |              |        |   |        |      |                 |       |              |                                |   |               |        |                 |       |                          |                        |   |       |      |           |       |                      |                         |      |               |     |              |  |  |
| E East                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | A                      | Central Angle                | P.O.B.            | Point of Beginning       |                   | Wood Decking             |        |                            |        |                       |     |              |                   |        |                             |   |      |      |                   |                     |        |                              |   |      |     |              |         |     |              |   |       |        |                       |         |      |              |        |                       |  |                      |        |   |               |        |                    |  |              |        |   |        |      |                 |       |              |                                |   |               |        |                 |       |                          |                        |   |       |      |           |       |                      |                         |      |               |     |              |  |  |
| W West                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | R                      | Radius                       | L.R.              | Capped Iron Rod          | —x—x—             | Covered Area             |        |                            |        |                       |     |              |                   |        |                             |   |      |      |                   |                     |        |                              |   |      |     |              |         |     |              |   |       |        |                       |         |      |              |        |                       |  |                      |        |   |               |        |                    |  |              |        |   |        |      |                 |       |              |                                |   |               |        |                 |       |                          |                        |   |       |      |           |       |                      |                         |      |               |     |              |  |  |
| P.C.P. Permanent Control Point                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | L                      | Length of Arc                | C.I.R.            | Capped Iron Rod          | —w—w—             | Wire of Chain Link Fence |        |                            |        |                       |     |              |                   |        |                             |   |      |      |                   |                     |        |                              |   |      |     |              |         |     |              |   |       |        |                       |         |      |              |        |                       |  |                      |        |   |               |        |                    |  |              |        |   |        |      |                 |       |              |                                |   |               |        |                 |       |                          |                        |   |       |      |           |       |                      |                         |      |               |     |              |  |  |
| P.T. Point of Tangency                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | C                      | Chord                        | I.P.              | Iron Pipe                | —d—d—             | Wooden Privacy Fence     |        |                            |        |                       |     |              |                   |        |                             |   |      |      |                   |                     |        |                              |   |      |     |              |         |     |              |   |       |        |                       |         |      |              |        |                       |  |                      |        |   |               |        |                    |  |              |        |   |        |      |                 |       |              |                                |   |               |        |                 |       |                          |                        |   |       |      |           |       |                      |                         |      |               |     |              |  |  |
| P.C. Point of Curvature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | C.B.                   | Chord Bearing                | N/D               | Not and Disk             |                   |                          |        |                            |        |                       |     |              |                   |        |                             |   |      |      |                   |                     |        |                              |   |      |     |              |         |     |              |   |       |        |                       |         |      |              |        |                       |  |                      |        |   |               |        |                    |  |              |        |   |        |      |                 |       |              |                                |   |               |        |                 |       |                          |                        |   |       |      |           |       |                      |                         |      |               |     |              |  |  |
| Florida Corporate No. LB 6112                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                        |                              |                   |                          |                   |                          |        |                            |        |                       |     |              |                   |        |                             |   |      |      |                   |                     |        |                              |   |      |     |              |         |     |              |   |       |        |                       |         |      |              |        |                       |  |                      |        |   |               |        |                    |  |              |        |   |        |      |                 |       |              |                                |   |               |        |                 |       |                          |                        |   |       |      |           |       |                      |                         |      |               |     |              |  |  |



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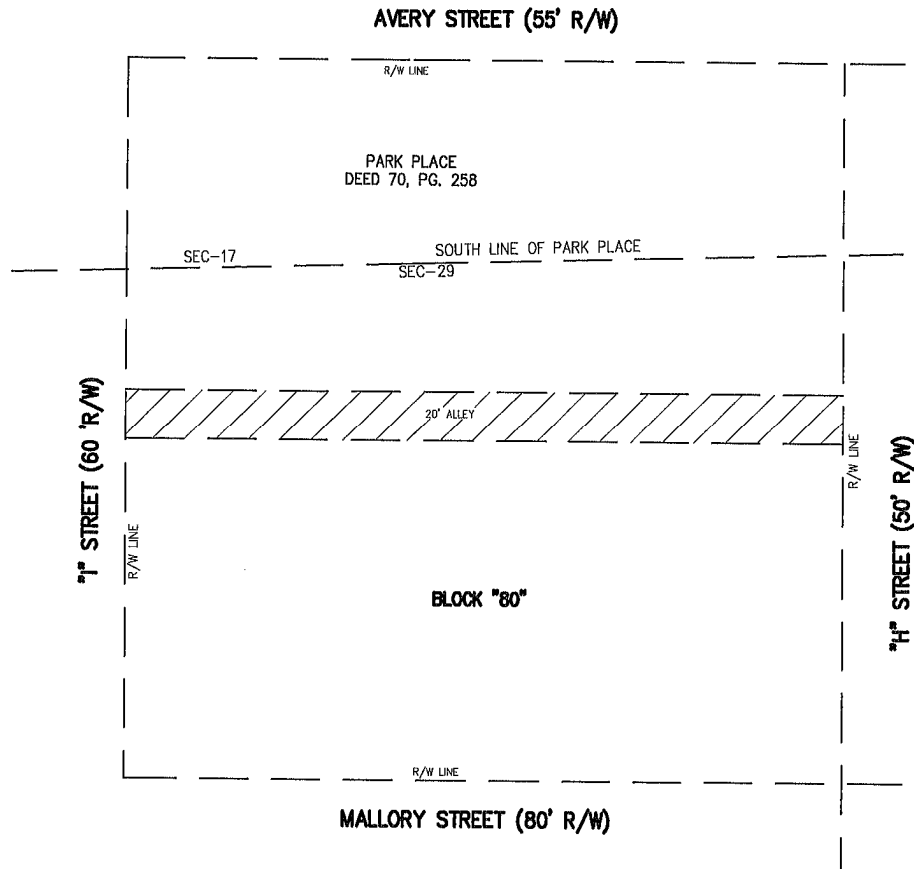
(850) 476-4768

Fax: (850) 476-4945

WILLIAM T. BUTLER P.S.M. No. 3774



NORTH PER R/W LINE OF "H" STREET  
AS N00°00'00"E (ASSUMED)



THE 20' ALLEY LYING IN BLOCK 80, SAID BLOCK LYING SOUTH OF THE SOUTH LINE OF PARK PLACE, DESCRIBED IN DEED BOOK 70, PAGE 258, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, EAST OF THE EAST RIGHT OF WAY LINE OF "I" STREET (60' R/W), NORTH OF THE NORTH RIGHT OF WAY LINE OF MALLORY STREET (80' R/W), AND THE WEST RIGHT OF WAY LINE OF "H" STREET (50' R/W), ACCORDING TO THE WATSON/OVERMAN MAP OF PENSACOLA COPYRIGHTED IN 1949.

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| REVISIONS | ISSUE DATE | FIELD DATE | FB./PG. |
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|-----------------|------------------------|-----------------------|-------------------|--------------------------|-------------------|
| SCALE<br>1"=50' | TYPE<br>LEGAL & SKETCH | ISSUE DATE<br>9/25/24 | FIELD DATE<br>N/A | ORDER NO.<br>24-04-012-3 | FIELD BOOK<br>N/A |
|-----------------|------------------------|-----------------------|-------------------|--------------------------|-------------------|

CERTIFICATE  
I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND DRAWING AS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.

|                     |        |                              |        |                       |        |                          |
|---------------------|--------|------------------------------|--------|-----------------------|--------|--------------------------|
| • Degree            | P.R.C. | Point of Reverse Curvature   | B.S.L. | Building Setback Line | H/T    | Hub and Tack             |
| • Feet or Minutes   | P.C.C. | Point of Compound Curvature  | D      | Deed                  | C.M.   | Concrete Monument        |
| • Inches or Seconds | P.R.M. | Permanent Reference Monument | P      | Piet                  | O/S    | Offset Point             |
| N North             | R/W    | Right of Way                 | F      | Field                 | O.H.W. | Overhead Utility Wire    |
| S South             | R.P.   | Radius Point                 | P.O.C. | Point of Commencement |        | Concrete or Pavement     |
| E East              | Δ      | Central Angle                | P.O.B. | Point of Beginning    |        | Wood Decking             |
| W West              | R      | Radius                       | I.R.   | Iron Rod              |        | Covered Area             |
| P.C.P.              | L      | Length of Arc                | C.I.R. | Capped Iron Rod       | -X-X-  | Wire of Chain Link Fence |
| P.T.                | C      | Chord                        | I.P.   | Iron Pipe             | ->->-  | Wooden Privacy Fence     |
| P.C.                | C.B.   | Chord Bearing                | N/D    | Nail and Disk         |        |                          |

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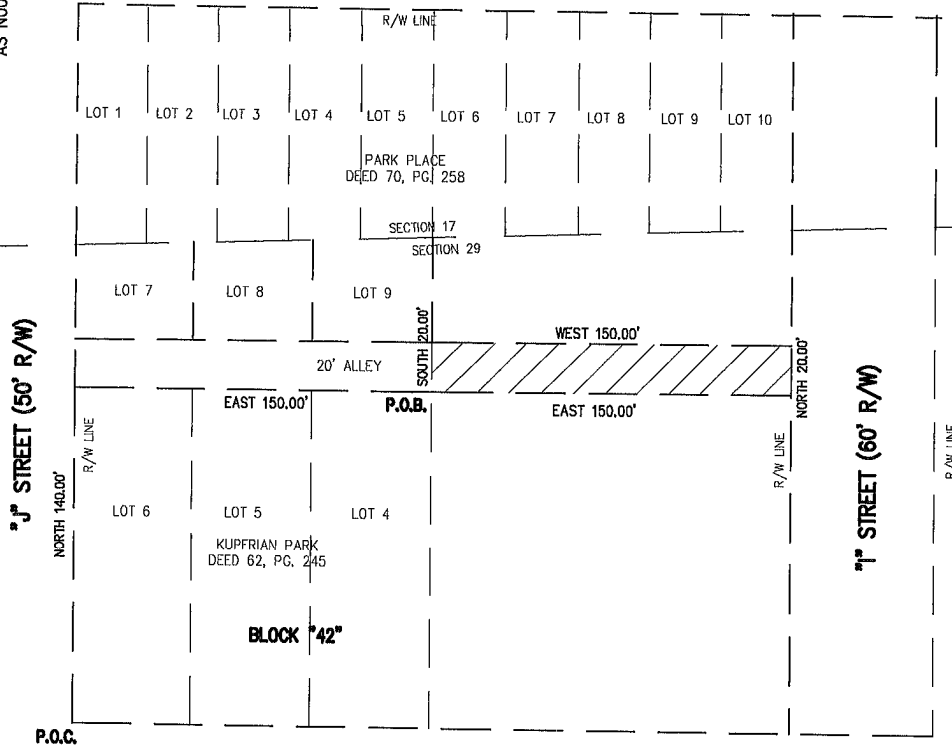
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Fax: (850) 476-4945

WILLIAM T. BUTLER P.S.M. No. 3774 ☐



NORTH PER R/W LINE OF "J" STREET  
AS N00°00'00"E (ASSUMED)

AVERY STREET (55' R/W)



MALLORY STREET (55' R/W)

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 42, KUPFRIAN PARK, KUPFRIAN PARK COMPANYS SUBDIVISION OF A PORTION OF SECTION 29 AND ALL OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID SUBDIVISION RECORDED IN DEED BOOK 62, PAGE 245 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE RUN NORTH ALONG THE WEST LINE OF SAID BLOCK A DISTANCE OF 140.00 FEET TO THE NORTHWEST CORNER OF LOT 6 AND THE SOUTHWEST CORNER OF A 20' ALLEY; THENCE RUN EAST ALONG THE NORTH LINES OF LOTS 4, 5 AND 6 FOR 150.00 FEET TO THE NORTHEAST CORNER OF LOT 4 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ALLEYS EASTWARD EXTENSION 150.00 FEET TO THE WEST RIGHT OF WAY LINE OF "I" STREET (60' R/W); THENCE RUN NORTH ALONG SAID R/W LINE FOR 20.00 FEET TO THE INTERSECTION OF SAID R/W LINE WITH THE EASTWARD EXTENSION OF THE SOUTH LINES OF LOTS 7, 8 AND 9 OF SAID BLOCK 42; THENCE RUN WEST ALONG THE EXTENSION FOR 150.00 FEET THE THE SOUTHEAST CORNER OF LOT 9; THENCE RUN SOUTH 20.00 FEET THE THE POINT OF BEGINNING.

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| REVISIONS | ISSUE DATE | FIELD DATE | FB./PG. |
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| SCALE  | TYPE           | ISSUE DATE | FIELD DATE | ORDER NO.   | FIELD BOOK |
|--------|----------------|------------|------------|-------------|------------|
| 1"=50' | LEGAL & SKETCH | 9/25/24    | N/A        | 24-04-012-4 | N/A        |

I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND DRAWING AS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.

|                                                                                     |                                                                                                                                |                                                                                                                                             |                                                                                                                                          |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| • Degree<br>• Feet or Minutes<br>• Inches or Seconds                                | P.R.C. Point of Reversal Curvature<br>P.C.C. Point of Compound Curvature<br>P.R.M. Permanent Reference Monument                | B.S.L. Building Setback Line<br>D.P. Deed Plat<br>F. Field                                                                                  | H/T Hub and Tack<br>C.M. Concrete Monument<br>O/S Offset Point                                                                           |
| N North<br>S South<br>E East<br>W West                                              | R/W Right of Way<br>R.P. Radius Point<br>C.A. Central Angle<br>R. Radius<br>L. Length of Arc<br>C. Chord<br>C.B. Chord Bearing | P.O.C. Point of Commencement<br>P.O.B. Point of Beginning<br>I.R. Iron Rod<br>C.I.R. Copied Iron Rod<br>I.P. Iron Pipe<br>N/D Nail and Disk | O.H.W. Overhead Utility Wire<br>Concrete or Pavement<br>Wood Decking<br>Covered Area<br>Wire of Chain Link Fence<br>Wooden Privacy Fence |
| P.C.P. Permanent Control Point<br>P.T. Point of Tangency<br>P.C. Point of Curvature |                                                                                                                                |                                                                                                                                             | -X-X- Wire of Chain Link Fence<br>-+--+ Wooden Privacy Fence                                                                             |

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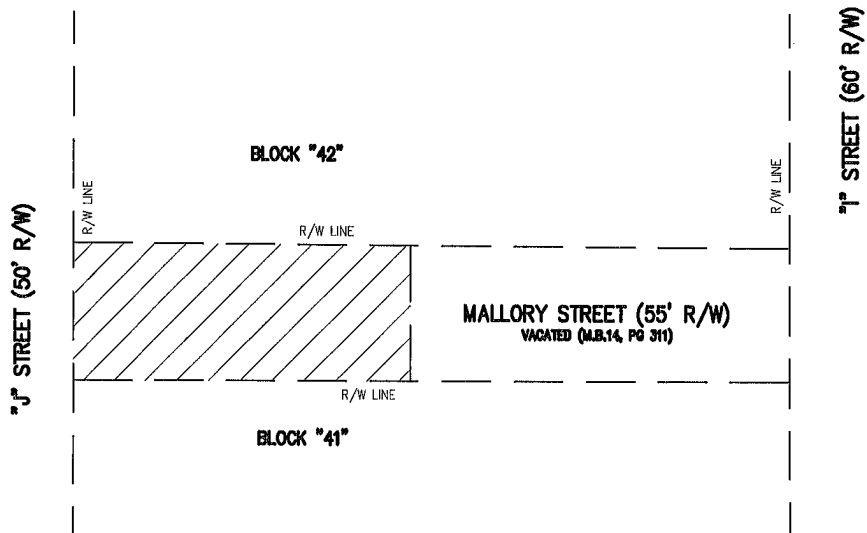
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P.O. Box 15147, Pensacola, FL 32514  
(850) 478-4768

WILLIAM T. BUTLER P.S.M. No. 3774





NORTH PER R/W LINE OF "H" STREET  
AS N00°00'00"E (ASSUMED)



THAT PORTION OF MALLORY STREET (55' R/W) LYING EAST OF THE EAST RIGHT OF WAY LINE OF "J" STREET (50' R/W), SOUTH OF THE SOUTH LINE OF BLOCK 42, KUPFRIAN PARK, KUPFRIAN PARK COMPANY'S SUBDIVISION OF A PORTION OF SECTION 29 AND ALL OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID SUBDIVISION RECORDED IN DEED BOOK 62, PAGE 245 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, WEST OF THE WEST LINE OF THAT PORTION OF MALLORY STREET (55' R/W) VACATED IN MAP BOOK 14, PAGE 311, ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND NORTH OF THE NORTH LINE OF BLOCK 41 OF SAID KUPFRIAN PARK.

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| REVISIONS | ISSUE DATE | FIELD DATE | FB./PG. |
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| SCALE<br>1"=50' | TYPE<br>LEGAL & SKETCH | ISSUE DATE<br>9/25/24 | FIELD DATE<br>N/A | ORDER NO.<br>24-04-012-5 | FIELD BOOK<br>N/A |
|-----------------|------------------------|-----------------------|-------------------|--------------------------|-------------------|

CERTIFICATE

I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE DESCRIBED PROPERTY WAS MADE UNDER MY SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND DRAWING AS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND DRAWING MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS.

|                                |        |                              |        |                       |          |                          |
|--------------------------------|--------|------------------------------|--------|-----------------------|----------|--------------------------|
| • Degrees                      | P.R.C. | Point of Reverse Curvature   | B.S.L. | Building Setback Line | H/T      | Hub and Tack             |
| " Feet or Minutes              | P.C.C. | Point of Compound Curvature  | D      | Deed                  | C.M.     | Concrete Monument        |
| " Inches or Seconds            | P.R.M. | Permanent Reference Monument | P      | Plot                  | O/S      | Offset Point             |
| N North                        | R/W    | Right of Way                 | F      | Field                 | O.H.W.   | Overhead Utility Wire    |
| S South                        | R.P.   | Radius Point                 | P.O.C. | Point of Commencement |          | Concrete or Pavement     |
| E East                         | Δ      | Central Angle                | P.O.B. | Point of Beginning    |          | Wood Decking             |
| W West                         | R      | Radius                       | I.R.   | Iron Rod              |          | Covered Area             |
| P.C.P. Permanent Control Point | L      | Length of Arc                | C.I.R. | Capped Iron Rod       | --x--x-- | Wire of Chain Link Fence |
| P.T. Point of Tangency         | C      | Chord                        | I.P.   | Iron Pipe             | --+--+-- | Wooden Privacy Fence     |
| P.C. Point of Curvature        | C.B.   | Chord Bearing                | N/D    | Nail and Disk         |          |                          |

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Fax: (850) 476-4945

WILLIAM T. BUTLER P.S.M. No. 3774 ☐

## Ownership and Encumbrance Report

**First American Issuing Office:**

First American Title Insurance Company  
PO Box 776123  
Chicago, IL 60677-6123

**Customer Reference Number: Baptist Hospital**

**First American File Number: 110490925**

**Prepared For:**

Nelson Mullins Riley & Scarborough LLP  
P.O. Box 4961  
Orlando, FL 32802

**Legal Description:**

LEGAL DESCRIPTION: PARCEL 42-A

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 42, KUPFRIAN PARK, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 62, PAGE 245, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (55 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF "J" STREET (50 FOOT RIGHT OF WAY); THENCE NORTHERLY, ALONG THE WESTERLY LINE OF SAID BLOCK 42 AND EASTERLY RIGHT OF WAY LINE OF "J" STREET, A DISTANCE OF 39.54 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE NORTHERLY LINE OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN EASTERLY, ALONG THE NORTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 300.14 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID BLOCK 42 AND WESTERLY RIGHT OF WAY LINE OF "I" STREET; THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF SAID BLOCK 42 AND WESTERLY RIGHT OF WAY LINE OF "I" STREET, A DISTANCE OF 48.02 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID ALLEY (20 FOOT RIGHT OF WAY); THENCE RUN WESTERLY, ALONG SAID NORTHERLY LINE OF AN ALLEY, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING

LEGAL DESCRIPTION: PARCEL 42-B

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 42, KUPFRIAN PARK, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 62, PAGE 245, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (55 FOOT RIGHT OF WAY) AND THE WESTERLY RIGHT OF WAY LINE OF "I" STREET (60 FOOT RIGHT OF WAY); THENCE RUN WESTERLY, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (55 FOOT RIGHT OF WAY) A DISTANCE OF 300.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 42, ALSO BEING AT THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET AND THE EASTERLY RIGHT OF WAY LINE OF "J" STREET (50 FOOT RIGHT OF WAY); THENCE NORTHERLY, ALONG THE WESTERLY LINE OF SAID BLOCK 42 AND EASTERLY RIGHT OF WAY LINE OF "J" STREET, A DISTANCE OF 140.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN EXISTING ALLEY (20 FOOT RIGHT OF WAY); THENCE RUN EASTERLY, ALONG SAID SOUTHERLY LINE OF AN EXISTING ALLEY, A DISTANCE OF 300.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF "I" STREET (60 FOOT RIGHT OF WAY) AND EASTERLY LINE OF BLOCK 42; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF "I" STREET AND EASTERLY LINE OF BLOCK 42, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING

LEGAL DESCRIPTION: PARCEL 80-A

COMMENCING AT A POINT ON THE SOUTHWEST CORNER OF BLOCK 80, NORTH HILL HIGHLANDS, ACCORDING TO THE PLAT OF RE-SUBDIVISION OF DALLAS TRACT, RECORDED IN DEED BOOK 26, PAGE 244, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (80 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF "I" STREET (60 FOOT RIGHT OF WAY); THENCE RUN NORTHERLY, ALONG THE WESTERLY RIGHT OF WAY LINE OF "I" STREET AND WESTERLY LINE OF SAID BLOCK 80, A DISTANCE OF 160.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE OF "I" STREET AND WESTERLY LINE OF SAID BLOCK 80, A DISTANCE OF 51.06 FEET, MORE OR LESS, TO THE TO AN INTERSECTION WITH THE NORTHERLY LINE OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN EASTERLY, ALONG THE NORTHERLY LINE OF SAID SECTION 29, A DISTANCE OF 300.14 FEET TO THE WESTERLY RIGHT OF WAY LINE OF "H" STREET (50 FOOT RIGHT OF WAY) AND EASTERLY LINE OF BLOCK 80; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF "H" STREET AND EASTERLY LINE OF BLOCK 80, A DISTANCE OF 60.19 FEET, MORE OR LESS, TO THE AFORESAID NORTHERLY LINE OF AN EXISTING ALLEY; THENCE RUN WESTERLY, ALONG SAID NORTHERLY LINE OF THE EXISTING ALLEY, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PARCEL 80-B

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 80, NORTH HILL HIGHLANDS, ACCORDING TO THE PLAT OF RE-SUBDIVISION OF DALLAS TRACT, RECORDED IN DEED BOOK 26, PAGE 244, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET (80 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF "I" STREET (60 FOOT RIGHT OF WAY); THENCE RUN NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE OF "I" STREET AND WESTERLY LINE OF SAID BLOCK 80, A DISTANCE OF 140.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF AN EXISTING ALLEY (20 FOOT RIGHT OF WAY); THENCE RUN EASTERLY, ALONG SAID SOUTHERLY LINE OF AN EXISTING ALLEY, A DISTANCE OF 300.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF "H" STREET (50 FOOT RIGHT OF WAY) AND EASTERLY LINE OF BLOCK 80; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE OF "H" STREET AND EASTERLY LINE OF BLOCK 80, A DISTANCE OF 140.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET AND THE WESTERLY RIGHT OF WAY LINE OF "H" STREET (60 FOOT RIGHT OF WAY) ALSO BEING THE SOUTHEAST CORNER OF BLOCK 80; THENCE WESTERLY, ALONG THE NORTHERLY RIGHT OF WAY LINE OF MALLORY STREET AND SOUTH LINE OF BLOCK 80, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PARCEL 41-A

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 41 KUPFRIAN PARK, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 62, PAGE 245, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF MALLORY STREET (55 FOOT RIGHT OF WAY) AND THE EASTERLY RIGHT OF WAY LINE OF "J" STREET (50 FOOT RIGHT OF WAY); THENCE EASTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF MALLORY STREET AND NORTHERLY LINE OF BLOCK 41 A DISTANCE OF 150.00 FEET; THENCE SOUTHERLY, PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF "J" STREET, A DISTANCE OF 140.00 FEET TO THE NORTHERLY LINE OF AN EXISTING ALLEY; THENCE RUN WESTERLY, ALONG SAID NORTHERLY LINE OF THE EXISTING ALLEY, A DISTANCE OF 150.00 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF "J" STREET AND WESTERLY LINE OF BLOCK 41; THENCE NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE OF "J" STREET AND WESTERLY LINE OF BLOCK 41, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

AND

LOTS 9 TO 28, INCLUSIVE, BLOCK 79, NORTH HILL HIGHLANDS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN DEED BOOK 62, PAGE 244, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

**1. Grantee(s) In Last Deed of Record:**

Baptist Health Care, Inc., a Florida not for profit corporation, successor by merger to Baptist Health Care, Inc., a Florida not for profit corporation and Baptist Hospital, Inc., a Florida not-for-profit corporation, by virtue of Deed Book 203, Page 207; Deed Book 203, Page 302; Deed Book 206, Page 215; Deed Book 213, Page 526; Deed Book 254, Page 269; Deed Book 280, Page 540; Deed Book 295, Page 232; Deed Book 296, Page 29, Deed Book 296, Page 223; Deed Book 254, Page 269; Deed Book 296, Page 182; Deed Book 296, Page 185; Deed Book 420, Page 133; Deed Book 423, Page 203; Deed Book 482, Page 730; Deed Book 423, Page 283; Deed Book 483, Page 736; Deed Book 431, Page 131; Book 1036, Page 365; Book 1465, Page 574; Book 1984, Page 989; Book 2001, Page 42; Book 2001, Page 44; Book 2004, Page 222; Book 2871, Page 966; Book 2871, Page 981; Book 2873, Page 837 and Book 8899, Page 1852

**2. Encumbrances/Matters Affecting Title** (Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements, tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (attach an exhibit, if necessary)):

(X) Exhibit Attached    () Exhibit Not Attached.

| <b><u>Type of Instrument</u></b>          | <b><u>O.R.Book</u></b> | <b><u>Page</u></b> |
|-------------------------------------------|------------------------|--------------------|
| Plat of North Hill Highlands              | DB 62                  | 244                |
| Underground Easement for Electric Service | 1987                   | 357                |
| Utility Easement                          | 2798                   | 605                |
| Declaration of Covenants and Restrictions | 7016                   | 772                |
| Waiver of Right of First Refusal          | 9093                   | 138                |
| Underground Distribution Easement         | 7293                   | 231                |
| Tree Trim, Cut and Removal Easement       | 7678                   | 1322               |
| Declaration of Restrictive Covenant       | 8704                   | 939                |

Copies of the Encumbrances/Matters Affecting Title (**X**) are ( ) are not included with this Report.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 000S009050024079; 000S009050001058; 000S009050001080; 000S009050004080; 000S0090500019079; and 000S009050005080 for tax year 2023

Gross Tax: \$ ( X ) Paid ( ) Not Paid.

Unpaid Taxes for Prior Years: None

Map Code: Assessment: \$

**Customer Reference Number:**  
**First American File Number: 110490925**

## **Certificate**

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from Earliest Public Records to September 19, 2024 at 8:00 a.m.. The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of ESCAMBIA County, Florida, affecting title to the property described therein. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company

A handwritten signature in black ink, appearing to read "Michael Abbey", is written over a horizontal line.

Michael Abbey, as SVP, Division Region Manager

Dated:10/04/2024



| <b>Department:</b> | <b>Comments:</b>                                                                                                     |
|--------------------|----------------------------------------------------------------------------------------------------------------------|
| Planning           | No comment.                                                                                                          |
| FIRE               | No comment.                                                                                                          |
| PW/E               | No comment (Streets and Traffic).                                                                                    |
| Surveyor           | No comment.                                                                                                          |
| Inspection Svcs    | No comment.                                                                                                          |
| Pensacola Energy   | No objection - see attached.                                                                                         |
| ECUA               | No objection - see attached.                                                                                         |
| FPL                | No objection - see attached. Request to retain 30' easement in Mallory Street south portion for existing facilities. |
| ATT                | No objection - see attached.                                                                                         |
| FDOT               | No comment.                                                                                                          |
| CRA                | No comment.                                                                                                          |
| Parking            | No comment.                                                                                                          |
| Airport            | No comment.                                                                                                          |
| Arborist           | No comment.                                                                                                          |

## Gregg Harding

---

**From:** KENNINGTON, STEPHEN <sk1674@att.com>  
**Sent:** Thursday, October 24, 2024 9:12 AM  
**To:** Gregg Harding  
**Cc:** CHANDLER, JASON; MARTIN, JEREMY C; Leslie Odom  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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

Original response is valid.

**Stephen Kennington** <><  
Manager – OSP Plng and Eng  
Technology Operations

**AT&T**  
6689 E Magnolia St, Milton, FL 32570  
o 850.512.4848 | [sk1674@att.com](mailto:sk1674@att.com)  
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---

**From:** Gregg Harding <GHarding@cityofpensacola.com>  
**Sent:** Thursday, October 24, 2024 9:02 AM  
**To:** KENNINGTON, STEPHEN <sk1674@att.com>  
**Cc:** CHANDLER, JASON <jc5372@att.com>; MARTIN, JEREMY C <jm342w@att.com>; Leslie Odom <LOdom@cityofpensacola.com>  
**Subject:** RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

That is correct – the yellow areas indicate the current vacation request, and the applicants are also asking that the city not retain an easement if those arears are approved to be vacated. They include the two west-east running alleyways, a portion of Mallory Street in the west, and a portion of 'I' Street. This is the old Baptist Hospital campus, and the subject rights-of-way were discovered as never being formally vacated by the County or City.

'H' Street is not included in the vacation application, and it was vacated in the 1970s (attached is vacating ordinance 1036 pg 364). Additionally, the non-highlighted portion of Mallory Street is not considered in the application since it was vacated in the 1950s (also attached is deed book 460, page 171).

Please let me know if you have any questions. Thank you.

**Gregg Harding, RPA**  
*Assistant Planning & Zoning Division Manager*

Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.435.1676  
[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** KENNINGTON, STEPHEN <[sk1674@att.com](mailto:sk1674@att.com)>  
**Sent:** Thursday, October 24, 2024 8:47 AM  
**To:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Cc:** CHANDLER, JASON <[jc5372@att.com](mailto:jc5372@att.com)>; MARTIN, JEREMY C <[jm342w@att.com](mailto:jm342w@att.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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

The yellow area is the area being vacated? I see part of Mallory and H labeled as vacated. Please clarify.

**Stephen Kennington** <><  
Manager – OSP Plng and Eng  
Technology Operations

**AT&T**  
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o 850.512.4848 | [sk1674@att.com](mailto:sk1674@att.com)  
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---

**From:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Sent:** Thursday, October 24, 2024 8:40 AM  
**To:** KENNINGTON, STEPHEN <[sk1674@att.com](mailto:sk1674@att.com)>  
**Cc:** CHANDLER, JASON <[jc5372@att.com](mailto:jc5372@att.com)>; MARTIN, JEREMY C <[jm342w@att.com](mailto:jm342w@att.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Subject:** RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Resending to include a site map of the subject rights-of-way. Thanks again Stephen. Please let me know if you have questions and I look forward to your response.

**Gregg Harding, RPA**  
Assistant Planning & Zoning Division Manager  
Visit us at <http://cityofpensacola.com>

222 W Main St.  
Pensacola, FL 32502  
Office: 850.435.1676  
[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** Gregg Harding  
**Sent:** Thursday, October 24, 2024 8:39 AM  
**To:** KENNINGTON, STEPHEN <[sk1674@att.com](mailto:sk1674@att.com)>  
**Cc:** CHANDLER, JASON <[jc5372@att.com](mailto:jc5372@att.com)>; MARTIN, JEREMY C <[jm342w@att.com](mailto:jm342w@att.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Subject:** RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Thank you for your response, Stephen! I'll update my contacts so Jason and Jeremy are included in the future, and I will remove Tim and Karl.

Just to confirm your response – it is my understanding that AT&T has no utility infrastructure nor future need for utility infrastructure within the limits of the rights-of-way indicated. Should any be found in the future, repair and/or relocation cost will be at the expense of the property owners. Can you please confirm?

Thank you again for your time and I look forward to working with Jason and Jeremy.

**Gregg Harding, RPA**  
*Assistant Planning & Zoning Division Manager*  
Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.435.1676  
[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** KENNINGTON, STEPHEN <[sk1674@att.com](mailto:sk1674@att.com)>  
**Sent:** Thursday, October 24, 2024 6:39 AM  
**To:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Cc:** CHANDLER, JASON <[jc5372@att.com](mailto:jc5372@att.com)>; MARTIN, JEREMY C <[jm342w@att.com](mailto:jm342w@att.com)>  
**Subject:** [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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

Greg,

Both Tim and Karl are no longer with AT&T. I am copying Jason and Jeremy to add for future notifications.

For the subject area, AT&T Florida has no facilities or structures that appear to be in conflict. Should facilities be discovered and found to be in use, repair and/or relocation cost would be by others.

**Stephen Kennington** <><  
Manager – OSP Plng and Eng  
Technology Operations

**AT&T**  
6689 E Magnolia St, Milton, FL 32570  
o 850.512.4848 | [sk1674@att.com](mailto:sk1674@att.com)  
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---

**From:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Sent:** Wednesday, October 23, 2024 12:02 PM  
**To:** KENNINGTON, STEPHEN <[sk1674@att.com](mailto:sk1674@att.com)>; Tim Edgar (AT&T) <[te1810@att.com](mailto:te1810@att.com)>; Karl Fenner (AT&T) <[kf5345@att.com](mailto:kf5345@att.com)>  
**Cc:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Subject:** RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Good morning, AT&T.

Just checking in to see if there are any comments or concerns so far regarding the City of Pensacola vacation of right-of-way and easement extinguishment application provided on 10/14/2024. The initial email is below and the application is attached –

*All,*

*See the attached application for the vacation of rights-of-way at the Baptist Hospital campus located at 125 Baptist Way (DISTRICT 7). This is scheduled for the November 12 Planning Board meeting.*

*Please be aware that the applicants are also requesting the extinguishment of any underlying easements associated with the subject rights-of-way.*

*If you could provide comments by **October 25, 2024**, it would be greatly appreciated. If no response is provided, we will interpret the 'no response' as the department having no issues or concerns with the request and will report it as such in our Board report.*

*Thank you very much for your time and please let me know if there are any questions.*

Please let me know if you have any questions. Thank you.

**Gregg Harding, RPA**

Assistant Planning & Zoning Division Manager

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---

**From:** Gregg Harding

**Sent:** Monday, October 14, 2024 4:30 PM

**To:** Adam Cobb <[ACobb@cityofpensacola.com](mailto:ACobb@cityofpensacola.com)>; Adrienne Walker <[AWalker@cityofpensacola.com](mailto:AWalker@cityofpensacola.com)>; Alex Smith <[AlexSmith@cityofpensacola.com](mailto:AlexSmith@cityofpensacola.com)>; Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Amy Miller <[AMiller@cityofpensacola.com](mailto:AMiller@cityofpensacola.com)>; Amy Tootle <[ATootle@cityofpensacola.com](mailto:ATootle@cityofpensacola.com)>; Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Andrew Briske <[ABriske@cityofpensacola.com](mailto:ABriske@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Caitlin Cerame <[CCerame@cityofpensacola.com](mailto:CCerame@cityofpensacola.com)>; Chase Crawford <[CCrawford@cityofpensacola.com](mailto:CCrawford@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; David Forte <[DForte@cityofpensacola.com](mailto:DForte@cityofpensacola.com)>; DC Reeves <[DCReeves@cityofpensacola.com](mailto:DCReeves@cityofpensacola.com)>; Deana Stallworth <[DeStallworth@cityofpensacola.com](mailto:DeStallworth@cityofpensacola.com)>; Dustin Merritt <[DMerritt@cityofpensacola.com](mailto:DMerritt@cityofpensacola.com)>; Efrian Rodriguez (Verizon) <[efrian.rodriguez@oneverizon.com](mailto:efrian.rodriguez@oneverizon.com)>; Emily Madigan <[EMadigan@cityofpensacola.com](mailto:EMadigan@cityofpensacola.com)>; Erica Grancagnolo <[EGrancagnolo@cityofpensacola.com](mailto:EGrancagnolo@cityofpensacola.com)>; Ginny Cranor <[GCranor@cityofpensacola.com](mailto:GCranor@cityofpensacola.com)>; Harolyn Gobert (FPL) <[harolyn.gobert@nexteraenergy.com](mailto:harolyn.gobert@nexteraenergy.com)>; Hilary Halford <[HHalford@cityofpensacola.com](mailto:HHalford@cityofpensacola.com)>; Jared White <[JWhite@cityofpensacola.com](mailto:JWhite@cityofpensacola.com)>; Jim Jernigan (FPL) <[jim.jernigan@fpl.com](mailto:jim.jernigan@fpl.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[kf5345@att.com](mailto:kf5345@att.com)>; Katherine Kuhn <[KKuhn@cityofpensacola.com](mailto:KKuhn@cityofpensacola.com)>; Ken Ibold <[KIbold@cityofpensacola.com](mailto:KIbold@cityofpensacola.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Lissa A. Dees <[LDees@cityofpensacola.com](mailto:LDees@cityofpensacola.com)>; Matt Coughlin <[MCoughlin@cityofpensacola.com](mailto:MCoughlin@cityofpensacola.com)>; Nate Edler <[NEdler@cityofpensacola.com](mailto:NEdler@cityofpensacola.com)>; Patrick Davidson <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Paul A Kelly (GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Rachel Bennett <[RBennett@cityofpensacola.com](mailto:RBennett@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Robert Slayton <[RSlayton@cityofpensacola.com](mailto:RSlayton@cityofpensacola.com)>; Roy Remington <[RRemington@cityofpensacola.com](mailto:RRemington@cityofpensacola.com)>; Ryan Fitzgerald <[RFitzgerald@cityofpensacola.com](mailto:RFitzgerald@cityofpensacola.com)>; Seth Thomason (FDOT) <[seth.thomason@dot.state.fl.us](mailto:seth.thomason@dot.state.fl.us)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Sommer Johnson (FP&L) <[sommer.johnson@fpl.com](mailto:sommer.johnson@fpl.com)>; Stacey Mcleod <[stacey.mcleod@dot.state.fl.us](mailto:stacey.mcleod@dot.state.fl.us)>; Stephanie Chwastyk <[Schwastyk@cityofpensacola.com](mailto:Schwastyk@cityofpensacola.com)>; Stephen Kennington (AT&T) <[sk1674@att.com](mailto:sk1674@att.com)>; Tim Edgar (AT&T) <[te1810@att.com](mailto:te1810@att.com)>; Troy Young (Cox) <[troy.young@cox.com](mailto:troy.young@cox.com)>; Victoria D'Angelo <[VDangelo@cityofpensacola.com](mailto:VDangelo@cityofpensacola.com)>; Wendy Gavin <[WGavin@cityofpensacola.com](mailto:WGavin@cityofpensacola.com)>; William Moore (FDOT) <[William.Moore@dot.state.fl.us](mailto:William.Moore@dot.state.fl.us)>

**Subject:** Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

All,

See the attached application for *the vacation of rights-of-way* at the Baptist Hospital campus located at 125 Baptist Way (DISTRICT 7). This is scheduled for the November 12 Planning Board meeting.

Please be aware that the applicants are also requesting the extinguishment of any underlying easements associated with the subject rights-of-way.



If you could provide comments by **October 25, 2024**, it would be greatly appreciated. If no response is provided, we will interpret the 'no response' as the department having no issues or concerns with the request and will report it as such in our Board report.

Thank you very much for your time and please let me know if there are any questions.

**Gregg Harding, RPA**

*Assistant Planning & Zoning Division Manager*

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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## Gregg Harding

---

**From:** Andre Calaminus <andre.calaminus@ecua.fl.gov>  
**Sent:** Monday, October 28, 2024 11:55 AM  
**To:** Gregg Harding  
**Cc:** Leslie Odom  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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

Hi Gregg,

Yes, that is correct.

Thanks,

**Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |**  
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: [www.ecua.fl.gov](http://www.ecua.fl.gov) |  
Phone: (850) 969-5822 | Fax: (850) 969-6511 |

---

**From:** Gregg Harding <GHarding@cityofpensacola.com>  
**Sent:** Monday, October 28, 2024 9:21 AM  
**To:** Andre Calaminus <andre.calaminus@ecua.fl.gov>  
**Cc:** Leslie Odom <LOdom@cityofpensacola.com>  
**Subject:** RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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Thanks, Andre.

Just to confirm your response – it is my understanding that ECUA has no utility infrastructure nor future need for utility infrastructure within the limits of the rights-of-way indicated (highlighted in the attached). So long as the vacation does not expand outside those areas, an easement for ECUA is not needed.

Additionally - the privately owned sewer mains within the site must be capped/abandoned at the point of connection to ECUA's system, and no easements or interests may be extinguished within the 'H' Street right-of-way (or anywhere else outside the subject vacation request).

I also understand that additional comments may be forthcoming. Can you please confirm?

Thanks!

**Gregg Harding, RPA**  
*Assistant Planning & Zoning Division Manager*  
Visit us at <http://cityofpensacola.com>

222 W Main St.  
Pensacola, FL 32502  
Office: 850.435.1676  
[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>  
**Sent:** Friday, October 25, 2024 3:33 PM  
**To:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Cc:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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Thanks Gregg, this is helpful. Glad to hear Les is getting a vacation! As for the comments regarding the r/w vacation request:

ECUA has no objection to the request to vacate the alleyways/rights-of-way, with the following understandings:

- There appears to private gravity sewer mains within some of the areas requested to be vacated. These are not ECUA-owned or maintained pipes, but they will need to be capped/abandoned at the point of connection to ECUA's system.
- ECUA has active infrastructure within the 'H' Street former right-of-way. ECUA does not extinguish any underlying easements or interests in areas that may intersect with the former 'H' St right-of-way or any area with active ECUA infrastructure.

I'm still waiting on responses from some ECUA staff, so additional comments may be forthcoming.

Thank you,

**Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |**  
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: [www.ecua.fl.gov](http://www.ecua.fl.gov) |  
Phone: (850) 969-5822 | Fax: (850) 969-6511 |

---

**From:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Sent:** Wednesday, October 23, 2024 11:56 AM  
**To:** Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>  
**Cc:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Subject:** RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

**\*\*WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders**

Hey Andre,

No worries at all. I've been meaning to email you, just to see if there's anything we can provide. Les is out of town this week on a well-deserved vacation. See if the attached is what you are looking for and let me know if there's anything else I need to look into. Thanks.

**Gregg Harding, RPA**

*Assistant Planning & Zoning Division Manager*

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Office: 850.435.1676

[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>

**Sent:** Wednesday, October 23, 2024 11:29 AM

**To:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>

**Cc:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>

**Subject:** [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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Hi Gregg, I'm running a bit behind on this one. Hope to have comments to you by the 25<sup>th</sup>

Les: do you happen to have a copy of OR Book 1036 page 365 which vacated a portion of 'H' St and Mallory St in this area, as per the city atlas page below?

Thanks



<[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Andrew Briske <[ABriske@cityofpensacola.com](mailto:ABriske@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Caitlin Cerame <[CCerame@cityofpensacola.com](mailto:CCerame@cityofpensacola.com)>; Chase Crawford <[CCrawford@cityofpensacola.com](mailto:CCrawford@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; David Forte <[DForte@cityofpensacola.com](mailto:DForte@cityofpensacola.com)>; DC Reeves <[DCReeves@cityofpensacola.com](mailto:DCReeves@cityofpensacola.com)>; Deana Stallworth <[DeStallworth@cityofpensacola.com](mailto:DeStallworth@cityofpensacola.com)>; Dustin Merritt <[DMerritt@cityofpensacola.com](mailto:DMerritt@cityofpensacola.com)>; Efrian Rodriguez (Verizon) <[efrian.rodriguez@oneverizon.com](mailto:efrian.rodriguez@oneverizon.com)>; Emily Madigan <[EMadigan@cityofpensacola.com](mailto:EMadigan@cityofpensacola.com)>; Erica Grancagnolo <[EGrancagnolo@cityofpensacola.com](mailto:EGrancagnolo@cityofpensacola.com)>; Ginny Cranor <[GCranor@cityofpensacola.com](mailto:GCranor@cityofpensacola.com)>; Harolyn Gobert (FPL) <[harolyn.gobert@nexteraenergy.com](mailto:harolyn.gobert@nexteraenergy.com)>; Hilary Halford <[HHalford@cityofpensacola.com](mailto:HHalford@cityofpensacola.com)>; Jared White <[JWhite@cityofpensacola.com](mailto:JWhite@cityofpensacola.com)>; Jim Jernigan (FPL) <[jim.jernigan@fpl.com](mailto:jim.jernigan@fpl.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[kf5345@att.com](mailto:kf5345@att.com)>; Katherine Kuhn <[KKuhn@cityofpensacola.com](mailto:KKuhn@cityofpensacola.com)>; Ken Ibold <[kibold@cityofpensacola.com](mailto:kibold@cityofpensacola.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Lissa A. Dees <[LDees@cityofpensacola.com](mailto:LDees@cityofpensacola.com)>; Matt Coughlin <[MCoughlin@cityofpensacola.com](mailto:MCoughlin@cityofpensacola.com)>; Nate Edler <[NEdler@cityofpensacola.com](mailto:NEdler@cityofpensacola.com)>; Patrick Davidson <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Paul A Kelly (GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Rachel Bennett <[RBennett@cityofpensacola.com](mailto:RBennett@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Robert Slayton <[RSlayton@cityofpensacola.com](mailto:RSlayton@cityofpensacola.com)>; Roy Remington <[RRemington@cityofpensacola.com](mailto:RRemington@cityofpensacola.com)>; Ryan Fitzgerald <[RFitzgerald@cityofpensacola.com](mailto:RFitzgerald@cityofpensacola.com)>; Seth Thomason (FDOT) <[seth.thomason@dot.state.fl.us](mailto:seth.thomason@dot.state.fl.us)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Sommer Johnson (FP&L) <[sommer.johnson@fpl.com](mailto:sommer.johnson@fpl.com)>; Stacey Mcleod <[stacey.mcleod@dot.state.fl.us](mailto:stacey.mcleod@dot.state.fl.us)>; Stephanie Chwastyk <[SChwastyk@cityofpensacola.com](mailto:SChwastyk@cityofpensacola.com)>; Stephen Kennington (AT&T) <[sk1674@att.com](mailto:sk1674@att.com)>; Tim Edgar (AT&T) <[te1810@att.com](mailto:te1810@att.com)>; Troy Young (Cox) <[troy.young@cox.com](mailto:troy.young@cox.com)>; Victoria D'Angelo <[VDangelo@cityofpensacola.com](mailto:VDangelo@cityofpensacola.com)>; Wendy Gavin <[WGavin@cityofpensacola.com](mailto:WGavin@cityofpensacola.com)>; William Moore (FDOT) <[William.Moore@dot.state.fl.us](mailto:William.Moore@dot.state.fl.us)>  
**Subject:** Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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All,

See the attached application for *the vacation of rights-of-way* at the Baptist Hospital campus located at 125 Baptist Way (DISTRICT 7). This is scheduled for the November 12 Planning Board meeting.

Please be aware that the applicants are also requesting the extinguishment of any underlying easements associated with the subject rights-of-way.

If you could provide comments by **October 25, 2024**, it would be greatly appreciated. If no response is provided, we will interpret the 'no response' as the department having no issues or concerns with the request and will report it as such in our Board report.

Thank you very much for your time and please let me know if there are any questions.

**Gregg Harding, RPA**

*Assistant Planning & Zoning Division Manager*

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222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)



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## Gregg Harding

---

**From:** Johnson, Sommer <Sommer.Johnson@fpl.com>  
**Sent:** Wednesday, October 30, 2024 6:20 AM  
**To:** Leslie Odom; Gregg Harding  
**Cc:** Jernigan, Jim; Davidson, Patrick; Rhodes, Stephen; Flory, Jason; Dickens, Raymond  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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

Thank you!

Thank you,  
**Sommer Johnson**  
Technical Specialist I  
Power Delivery

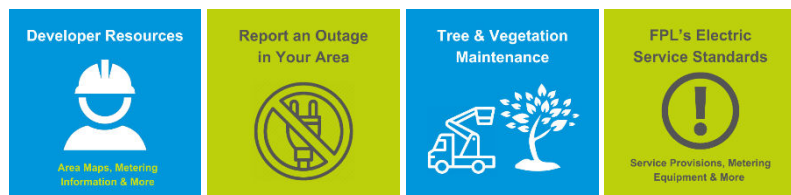
### Florida Power & Light Company

Pine Forest Service Center  
850-429-2651 (office)  
850-266-8124 (mobile)

[Sommer.Johnson@FPL.com](mailto:Sommer.Johnson@FPL.com)



*Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader (Jason Flory) at 850-505-5252 or [Jason.Flory@fpl.com](mailto:Jason.Flory@fpl.com).*



---

**From:** Leslie Odom <LOdom@cityofpensacola.com>  
**Sent:** Tuesday, October 29, 2024 1:19 PM  
**To:** Johnson, Sommer <Sommer.Johnson@fpl.com>; Gregg Harding <GHarding@cityofpensacola.com>  
**Cc:** Jernigan, Jim <Jim.Jernigan@fpl.com>; Davidson, Patrick <Patrick.Davidson@fpl.com>; Rhodes, Stephen <Stephen.Rhodes@fpl.com>; Flory, Jason <Jason.Flory@fpl.com>; Dickens, Raymond <Raymond.Dickens@fpl.com>  
**Subject:** RE: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Sommer, we will reserve a 30 foot wide easement for FPL over the southern portion of that portion of Mallory Street to be vacated.

Please respond in kind with acknowledgement.

Kind regards,

Les Odom  
City Surveyor  
Office: 850-436-5531

---

**From:** Johnson, Sommer <[Sommer.Johnson@fpl.com](mailto:Sommer.Johnson@fpl.com)>  
**Sent:** Tuesday, October 29, 2024 12:11 PM  
**To:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Cc:** Jernigan, Jim <[Jim.Jernigan@fpl.com](mailto:Jim.Jernigan@fpl.com)>; Davidson, Patrick <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Rhodes, Stephen <[Stephen.Rhodes@fpl.com](mailto:Stephen.Rhodes@fpl.com)>; Flory, Jason <[Jason.Flory@fpl.com](mailto:Jason.Flory@fpl.com)>; Dickens, Raymond <[Raymond.Dickens@fpl.com](mailto:Raymond.Dickens@fpl.com)>  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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

Leslie,

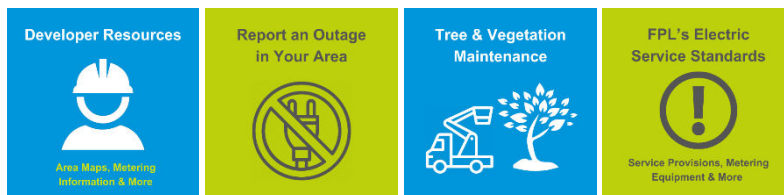
FPL easements should be a 30ft strip with 15ft on each side of the facilities.

Thank you,  
**Sommer Johnson**  
Technical Specialist I  
Power Delivery

**Florida Power & Light Company**  
Pine Forest Service Center  
850-429-2651 (office)  
850-266-8124 (mobile)  
[Sommer.Johnson@FPL.com](mailto:Sommer.Johnson@FPL.com)



*Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader (Jason Flory) at 850-505-5252 or [Jason.Flory@fpl.com](mailto:Jason.Flory@fpl.com).*



---

**From:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Sent:** Tuesday, October 29, 2024 12:03 PM  
**To:** Johnson, Sommer <[Sommer.Johnson@fpl.com](mailto:Sommer.Johnson@fpl.com)>; Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Cc:** Jernigan, Jim <[Jim.Jernigan@fpl.com](mailto:Jim.Jernigan@fpl.com)>; Davidson, Patrick <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Rhodes, Stephen <[Stephen.Rhodes@fpl.com](mailto:Stephen.Rhodes@fpl.com)>; Flory, Jason <[Jason.Flory@fpl.com](mailto:Jason.Flory@fpl.com)>; Dickens, Raymond <[Raymond.Dickens@fpl.com](mailto:Raymond.Dickens@fpl.com)>  
**Subject:** RE: [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Sommer, will FPL be looking for a full width easement retained or can the easement be reduced in width?

Les Odom  
City Surveyor  
Office: 850-436-5531

---

**From:** Johnson, Sommer <[Sommer.Johnson@fpl.com](mailto:Sommer.Johnson@fpl.com)>  
**Sent:** Tuesday, October 29, 2024 11:35 AM  
**To:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Cc:** Jernigan, Jim <[Jim.Jernigan@fpl.com](mailto:Jim.Jernigan@fpl.com)>; Davidson, Patrick <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Rhodes, Stephen <[Stephen.Rhodes@fpl.com](mailto:Stephen.Rhodes@fpl.com)>; Flory, Jason <[Jason.Flory@fpl.com](mailto:Jason.Flory@fpl.com)>; Dickens, Raymond <[Raymond.Dickens@fpl.com](mailto:Raymond.Dickens@fpl.com)>  
**Subject:** [EXTERNAL] RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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Hi Gregg,

We would like to obtain easements for FPL facilities currently in the right of ways on this property. I believe we can use these existing facilities to serve the new developments.

I have copied our lighting department rep, Devon Dickens, as I see there are multiple FPL light poles on this property/in the right of way as well.

Thank you,  
**Sommer Johnson**  
Technical Specialist I  
Power Delivery

**Florida Power & Light Company**  
Pine Forest Service Center  
850-429-2651 (office)  
850-266-8124 (mobile)  
[Sommer.Johnson@FPL.com](mailto:Sommer.Johnson@FPL.com)



*Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader (Jason Flory) at 850-505-5252 or [Jason.Flory@fpl.com](mailto:Jason.Flory@fpl.com).*



---

**From:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>  
**Sent:** Monday, October 28, 2024 12:21 PM  
**To:** Johnson, Sommer <[Sommer.Johnson@fpl.com](mailto:Sommer.Johnson@fpl.com)>  
**Cc:** Gobert, Harolyn <[Harolyn.Gobert@fpl.com](mailto:Harolyn.Gobert@fpl.com)>; Jernigan, Jim <[Jim.Jernigan@fpl.com](mailto:Jim.Jernigan@fpl.com)>; Davidson, Patrick <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>

**Subject:** RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Good afternoon, Sommer.

I'm just touching base on our previous emails regarding Baptist Hospital's Legacy Campus application for right-of-way vacation (map attached) - Does FP&L have any objection to the overall vacation of rights-of-way request?

If there is no objection, does FP&L desire that the City retain an easement for the existing utility? The applicants' desire is vacate and extinguish all easements relative to the subject rights-of-way in the attached map and to develop the properties for housing (see attached concepts where the alleyways and part of the 'I' Street rights-of-way may be impacted by development).

Thank you, and please feel free to give me a call if you'd like to discuss.

**Gregg Harding, RPA**

*Assistant Planning & Zoning Division Manager*

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222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** Gregg Harding

**Sent:** Monday, October 21, 2024 2:07 PM

**To:** Johnson, Sommer <[Sommer.Johnson@fpl.com](mailto:Sommer.Johnson@fpl.com)>

**Cc:** Harolyn Gobert (FPL) <[harolyn.gobert@nexteraenergy.com](mailto:harolyn.gobert@nexteraenergy.com)>; Jim Jernigan (FPL)

<[jim.jernigan@fpl.com](mailto:jim.jernigan@fpl.com)>; Patrick Davidson <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Leslie Odom

<[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>

**Subject:** RE: [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Thank you, Sommer.

Does FP&L have any objection to the overall vacation of rights-of-way request?

If there is no objection, does FP&L desire that the City retain an easement for existing or future utilities? The applicants' desire is to develop the properties for housing (see attached concepts where the alleyways and part of the 'I' Street rights-of-way may be

impacted by development). Would FP&L only want to retain an easement for the existing utility in the W. Mallory right-of-way, and not in the others?

Thank you, and please feel free to give me a call if you'd like to discuss.

**Gregg Harding, RPA**

*Assistant Planning & Zoning Division Manager*

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222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** Johnson, Sommer <[Sommer.Johnson@fpl.com](mailto:Sommer.Johnson@fpl.com)>

**Sent:** Monday, October 21, 2024 12:53 PM

**To:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>

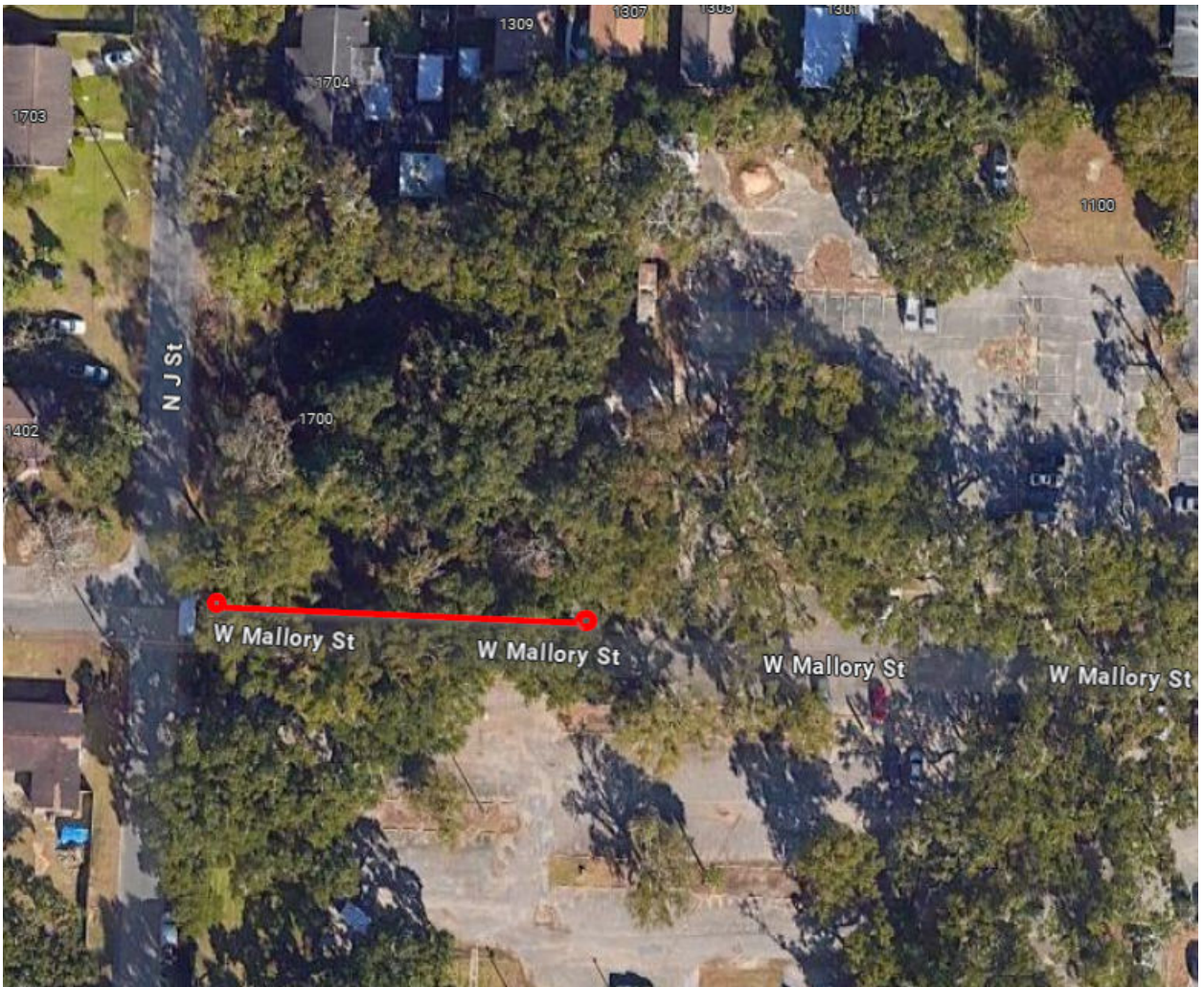
**Subject:** [EXTERNAL] RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

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

Hi Gregg,

FPL has facilities in the northern right of way of W Mallory St, just east of N J St. Please see screenshot below.





Thank you,  
**Sommer Johnson**  
 Technical Specialist I  
 Power Delivery

**Florida Power & Light Company**

Pine Forest Service Center

850-429-2651 (office)

850-266-8124 (mobile)

[Sommer.Johnson@FPL.com](mailto:Sommer.Johnson@FPL.com)



*Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Engineering Leader (Jason Flory) at 850-505-5252 or [Jason.Flory@fpl.com](mailto:Jason.Flory@fpl.com).*

|                                                                                                                                                                  |                                                                                                                          |                                                                                                                              |                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Developer Resources</p>  <p>Area Maps, Metering Information &amp; More</p> | <p>Report an Outage in Your Area</p>  | <p>Tree &amp; Vegetation Maintenance</p>  | <p>FPL's Electric Service Standards</p>  <p>Service Provisions, Metering Equipment &amp; More</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**From:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>

**Sent:** Monday, October 14, 2024 4:30 PM

**To:** Adam Cobb <[ACobb@cityofpensacola.com](mailto:ACobb@cityofpensacola.com)>; Adrienne Walker <[AWalker@cityofpensacola.com](mailto:AWalker@cityofpensacola.com)>; Alex Smith <[AlexSmith@cityofpensacola.com](mailto:AlexSmith@cityofpensacola.com)>; Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Amy Miller <[AMiller@cityofpensacola.com](mailto:AMiller@cityofpensacola.com)>; Amy Tootle <[ATootle@cityofpensacola.com](mailto:ATootle@cityofpensacola.com)>; Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Andrew Briske <[ABriske@cityofpensacola.com](mailto:ABriske@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Caitlin Cerame <[CCerame@cityofpensacola.com](mailto:CCerame@cityofpensacola.com)>; Chase Crawford <[CCrawford@cityofpensacola.com](mailto:CCrawford@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; David Forte <[DForte@cityofpensacola.com](mailto:DForte@cityofpensacola.com)>; DC Reeves <[DCReeves@cityofpensacola.com](mailto:DCReeves@cityofpensacola.com)>; Deana Stallworth <[DeStallworth@cityofpensacola.com](mailto:DeStallworth@cityofpensacola.com)>; Dustin Merritt <[DMerritt@cityofpensacola.com](mailto:DMerritt@cityofpensacola.com)>; Efrian Rodriguez (Verizon) <[efrian.rodriguez@oneverizon.com](mailto:efrian.rodriguez@oneverizon.com)>; Emily Madigan <[EMadigan@cityofpensacola.com](mailto:EMadigan@cityofpensacola.com)>; Erica Grancagnolo <[EGrancagnolo@cityofpensacola.com](mailto:EGrancagnolo@cityofpensacola.com)>; Ginny Cranor <[GCranor@cityofpensacola.com](mailto:GCranor@cityofpensacola.com)>; Gobert, Harolyn <[Harolyn.Gobert@fpl.com](mailto:Harolyn.Gobert@fpl.com)>; Hilary Halford <[HHalford@cityofpensacola.com](mailto:HHalford@cityofpensacola.com)>; Jared White <[JWhite@cityofpensacola.com](mailto:JWhite@cityofpensacola.com)>; Jernigan, Jim <[Jim.Jernigan@fpl.com](mailto:Jim.Jernigan@fpl.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[kf5345@att.com](mailto:kf5345@att.com)>; Katherine Kuhn <[KKuhn@cityofpensacola.com](mailto:KKuhn@cityofpensacola.com)>; Ken Ibold <[kibold@cityofpensacola.com](mailto:kibold@cityofpensacola.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Lissa A. Dees <[LDees@cityofpensacola.com](mailto:LDees@cityofpensacola.com)>; Matt Coughlin <[MCoughlin@cityofpensacola.com](mailto:MCoughlin@cityofpensacola.com)>; Nate Edler <[NEdler@cityofpensacola.com](mailto:NEdler@cityofpensacola.com)>; Davidson, Patrick <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Paul A Kelly(GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Rachel Bennett <[RBennett@cityofpensacola.com](mailto:RBennett@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Robert Slayton <[RSlayton@cityofpensacola.com](mailto:RSlayton@cityofpensacola.com)>; Roy Remington <[RRemington@cityofpensacola.com](mailto:RRemington@cityofpensacola.com)>; Ryan Fitzgerald <[RFitzgerald@cityofpensacola.com](mailto:RFitzgerald@cityofpensacola.com)>; Seth Thomason (FDOT) <[seth.thomason@dot.state.fl.us](mailto:seth.thomason@dot.state.fl.us)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Johnson, Sommer <[Sommer.Johnson@fpl.com](mailto:Sommer.Johnson@fpl.com)>; Stacey Mcleod <[stacey.mcleod@dot.state.fl.us](mailto:stacey.mcleod@dot.state.fl.us)>; Stephanie Chwastyk <[Schwastyk@cityofpensacola.com](mailto:Schwastyk@cityofpensacola.com)>; Stephen Kennington (AT&T) <[sk1674@att.com](mailto:sk1674@att.com)>; Tim Edgar (AT&T) <[te1810@att.com](mailto:te1810@att.com)>; Troy Young (Cox) <[troy.young@cox.com](mailto:troy.young@cox.com)>; Victoria D'Angelo <[VDangelo@cityofpensacola.com](mailto:VDangelo@cityofpensacola.com)>; Wendy Gavin <[WGavin@cityofpensacola.com](mailto:WGavin@cityofpensacola.com)>; William Moore (FDOT) <[William.Moore@dot.state.fl.us](mailto:William.Moore@dot.state.fl.us)>

**Subject:** Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

All,

See the attached application for *the vacation of rights-of-way* at the Baptist Hospital campus located at 125 Baptist Way (DISTRICT 7). This is scheduled for the November 12 Planning Board meeting.

Please be aware that the applicants are also requesting the extinguishment of any underlying easements associated with the subject rights-of-way.

If you could provide comments by **October 25, 2024**, it would be greatly appreciated. If no response is provided, we will interpret the 'no response' as the department having no issues or concerns with the request and will report it as such in our Board report.

Thank you very much for your time and please let me know if there are any questions.

**Gregg Harding, RPA**  
*Assistant Planning & Zoning Division Manager*

Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.435.1676  
[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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## Gregg Harding

---

**From:** Andrew Briske  
**Sent:** Friday, October 18, 2024 3:10 PM  
**To:** Gregg Harding  
**Cc:** Anthony Coughlin; Leslie Odom; Cynthia Cannon  
**Subject:** Re: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Yes that is correct. You can share our map with the applicant. You have a good weekend as well!

Thanks,

**Andrew Briske**

*Gas Distribution Engineer*

Visit us at <https://www.pensacolaenergy.com>

1625 Atwood Dr.

Pensacola, FL 32514

Office: 850.474.5309

Cell: 850.324.1852

Email: [abriske@cityofpensacola.com](mailto:abriske@cityofpensacola.com)



**Get FREE energy saving tips and information delivered to your inbox each month with Pensacola Energy Green Power News. Click [here](#) to sign up! Save BIG with a Green, Efficient, Natural Gas Tankless Water Heater and Never Run out of Hot Water Again!** For current rebate details on water heaters and other natural gas appliances, call (850) 436-5050.

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---

**From:** Gregg Harding <GHarding@cityofpensacola.com>  
**Sent:** Friday, October 18, 2024 3:03:06 PM  
**To:** Andrew Briske <ABriske@cityofpensacola.com>  
**Cc:** Anthony Coughlin <ACoughlin@cityofpensacola.com>; Leslie Odom <LOdom@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>  
**Subject:** RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Thanks, Andrew.

You are correct - the requested vacation is only limited to the areas indicated in yellow. Based on your comments and so long as the vacate request does not extend outside the indicated areas, it is



my understanding that Pensacola Energy has no utility infrastructure nor future need for utility infrastructure within the limits of the rights-of-way indicated. Can you please confirm?

Also, it is ok if I share your map with the applicants?

Thank you and have a very nice weekend!

**Gregg Harding, RPA**

*Assistant Planning & Zoning Division Manager*

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)

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---

**From:** Andrew Briske <ABriske@cityofpensacola.com>

**Sent:** Wednesday, October 16, 2024 7:48 PM

**To:** Gregg Harding <GHarding@cityofpensacola.com>

**Cc:** Anthony Coughlin <ACoughlin@cityofpensacola.com>

**Subject:** RE: Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

Gregg,

Pensacola Energy has no objection to the vacate request; however, we do have facilities located very close to the vacate areas shown. I've attached a location map that outlines Pensacola Energy's natural gas facilities in the vicinity of the request. If the vacate area falls outside the yellow-shaded sections, Pensacola Energy may require an easement to ensure we can maintain service to our customers in the area.

Please let me know if you have any questions or need further information.

Thanks,

**Andrew Briske**

*Gas Distribution Engineer*

Visit us at <https://www.pensacolaenergy.com>

1625 Atwood Dr.

Pensacola, FL 32514

Office: 850.474.5309

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**Get FREE energy saving tips and information delivered to your inbox each month with Pensacola Energy Green Power News. Click [here](#) to sign up! Save BIG with a Green, Efficient, Natural Gas Tankless Water Heater and Never Run out of Hot Water Again!** For current rebate details on water heaters and other natural gas appliances, call (850) 436-5050.

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---

**From:** Gregg Harding <[GHarding@cityofpensacola.com](mailto:GHarding@cityofpensacola.com)>

**Sent:** Monday, October 14, 2024 4:30 PM

**To:** Adam Cobb <[ACobb@cityofpensacola.com](mailto:ACobb@cityofpensacola.com)>; Adrienne Walker <[AWalker@cityofpensacola.com](mailto:AWalker@cityofpensacola.com)>; Alex Smith <[AlexSmith@cityofpensacola.com](mailto:AlexSmith@cityofpensacola.com)>; Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Amy Miller <[AMiller@cityofpensacola.com](mailto:AMiller@cityofpensacola.com)>; Amy Tootle <[ATootle@cityofpensacola.com](mailto:ATootle@cityofpensacola.com)>; Andre Calaminus <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Andrew Briske <[ABriske@cityofpensacola.com](mailto:ABriske@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Caitlin Cerame <[CCerame@cityofpensacola.com](mailto:CCerame@cityofpensacola.com)>; Chase Crawford <[CCrawford@cityofpensacola.com](mailto:CCrawford@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; David Forte <[DForte@cityofpensacola.com](mailto:DForte@cityofpensacola.com)>; DC Reeves <[DCReeves@cityofpensacola.com](mailto:DCReeves@cityofpensacola.com)>; Deana Stallworth <[DeStallworth@cityofpensacola.com](mailto:DeStallworth@cityofpensacola.com)>; Dustin Merritt <[DMerritt@cityofpensacola.com](mailto:DMerritt@cityofpensacola.com)>; Efrían Rodriguez (Verizon) <[efrian.rodriguez@oneverizon.com](mailto:efrian.rodriguez@oneverizon.com)>; Emily Madigan <[EMadigan@cityofpensacola.com](mailto:EMadigan@cityofpensacola.com)>; Erica Grancagnolo <[EGrancagnolo@cityofpensacola.com](mailto:EGrancagnolo@cityofpensacola.com)>; Ginny Cranor <[GCranor@cityofpensacola.com](mailto:GCranor@cityofpensacola.com)>; Harolyn Gobert (FPL) <[harolyn.gobert@nexteraenergy.com](mailto:harolyn.gobert@nexteraenergy.com)>; Hilary Halford <[HHalford@cityofpensacola.com](mailto:HHalford@cityofpensacola.com)>; Jared White <[JWhite@cityofpensacola.com](mailto:JWhite@cityofpensacola.com)>; Jim Jernigan (FPL) <[jim.jernigan@fpl.com](mailto:jim.jernigan@fpl.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[kf5345@att.com](mailto:kf5345@att.com)>; Katherine Kuhn <[KKuhn@cityofpensacola.com](mailto:KKuhn@cityofpensacola.com)>; Ken Ibold <[kibold@cityofpensacola.com](mailto:kibold@cityofpensacola.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Lissa A. Dees <[LDees@cityofpensacola.com](mailto:LDees@cityofpensacola.com)>; Matt Coughlin <[MCoughlin@cityofpensacola.com](mailto:MCoughlin@cityofpensacola.com)>; Nate Edler <[NEdler@cityofpensacola.com](mailto:NEdler@cityofpensacola.com)>; Patrick Davidson <[Patrick.Davidson@fpl.com](mailto:Patrick.Davidson@fpl.com)>; Paul A Kelly (GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Rachel Bennett <[RBennett@cityofpensacola.com](mailto:RBennett@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Robert Slayton <[RSlayton@cityofpensacola.com](mailto:RSlayton@cityofpensacola.com)>; Roy Remington <[RRemington@cityofpensacola.com](mailto:RRemington@cityofpensacola.com)>; Ryan Fitzgerald <[RFitzgerald@cityofpensacola.com](mailto:RFitzgerald@cityofpensacola.com)>; Seth Thomason (FDOT) <[seth.thomason@dot.state.fl.us](mailto:seth.thomason@dot.state.fl.us)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Sommer Johnson (FP&L) <[sommer.johnson@fpl.com](mailto:sommer.johnson@fpl.com)>; Stacey Mcleod <[stacey.mcleod@dot.state.fl.us](mailto:stacey.mcleod@dot.state.fl.us)>; Stephanie Chwastyk <[SChwastyk@cityofpensacola.com](mailto:SChwastyk@cityofpensacola.com)>; Stephen Kennington (AT&T) <[sk1674@att.com](mailto:sk1674@att.com)>; Tim Edgar (AT&T) <[te1810@att.com](mailto:te1810@att.com)>; Troy Young (Cox) <[troy.young@cox.com](mailto:troy.young@cox.com)>; Victoria D'Angelo <[VDangelo@cityofpensacola.com](mailto:VDangelo@cityofpensacola.com)>; Wendy Gavin <[WGavin@cityofpensacola.com](mailto:WGavin@cityofpensacola.com)>; William Moore (FDOT) <[William.Moore@dot.state.fl.us](mailto:William.Moore@dot.state.fl.us)>

**Subject:** Vacation of Rights of Way Review for November City of Pensacola Planning Board - Old Baptist Hospital

All,

See the attached application for *the vacation of rights-of-way* at the Baptist Hospital campus located at 125 Baptist Way (DISTRICT 7). This is scheduled for the November 12 Planning Board meeting.

Please be aware that the applicants are also requesting the extinguishment of any underlying easements associated with the subject rights-of-way.



If you could provide comments by **October 25, 2024**, it would be greatly appreciated. If no response is provided, we will interpret the 'no response' as the department having no issues or concerns with the request and will report it as such in our Board report.

Thank you very much for your time and please let me know if there are any questions.

**Gregg Harding, RPA**

*Assistant Planning & Zoning Division Manager*

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

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## Sec. 12-11-4. Vacation of streets, alleys.

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

- (1) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the planning services department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.
  - a. An application for vacation of streets, alleys or other public right-of-way must be submitted to the planning services department at least 30 days prior to the regularly scheduled meeting of the planning board.
  - b. The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
  - c. No application shall be considered complete until all of the following have been submitted:
    1. The application shall be submitted on a form provided by the board secretary.
    2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
      - i. Accurate site plan drawn to scale;
      - ii. A legal description of the property proposed to be vacated;
      - iii. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
      - iv. Reason for vacation request;
      - v. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
    3. 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 of the application.
    4. Any party may appear in person, by agent, or by attorney.
    5. 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.
- (2) *Planning board review and recommendation.* The request to vacate will be distributed 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 therefor, to the city planning services department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting. When a request for vacation of a right-of-way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten feet from the existing back-of-curb. Any existing sidewalk on a right-of-way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.

- 
- a. Public notice for vacation of streets, alleys.
    - 1. A sign shall be prominently posted on the property to which the application pertains at least seven days prior to the scheduled board meeting.
    - 2. The city shall notify property owners within a 300-foot radius, as identified by the current county tax roll maps, of the property proposed for vacation with a public notice by post card at least five days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
  - (3) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.
    - a. *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten days prior to the public hearing. The city shall notify property owners by certified mail, as identified by the current county tax roll, at least 15 days prior to the city council public hearing.
      - 1. In case of an alley vacation request all adjacent owners shall be notified.
      - 2. In the case of a street vacation request, all property owners within 300 feet of the request shall be notified.
    - b. *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two times following the public hearing, at which time the vacation becomes effective. When a request for vacation of a right-of-way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten feet from the existing back-of-curb. Any existing sidewalk on a right-of-way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.
  - (4) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.
  - (5) *Zoning of vacated property.* Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.
  - (6) *Ownership of property.* Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.

(Code 1986, § 12-12-4; Ord. No. 6-93, § 26, 3-25-1993; Ord. No. 44-94, § 7, 10-13-1994; Ord. No. 15-00, § 8, 3-23-2000; Ord. No. 12-09, § 3, 4-9-2009; Ord. No. 01-19, § 1, 2-14-2019; Ord. No. 23-20, 7-16-20)

October 31, 2024

RE: Sensitive Properties Review for Subject Rights-of-Way at 1100 W. Moreno Street

The City of Pensacola's Planning Services have reviewed the portion of Mallory Street, the portion of "I" Street, and the subject alleys located at 1100 W. Moreno Street according to City code Sec. 2-3-4(a)(2) *Disposition of sensitive properties* (review for historical, archaeological, or architectural significance). Per Sec. 2-3-4(a)(2), properties designated by City Council as having historical, archaeological, or architectural significance may not be disposed. Per Sec. 2-3-4(c), the following criteria were considered:

- (1) Whether the property includes historic structures or buildings eligible or potentially eligible for listing in the National Register of Historic Places;
- (2) Whether the property contains material remains of Native American archaeological sites that are eligible or potentially eligible for listing in the National Register of Historic Places;
- (3) Whether the property contains material remains of or contemporaneous to the 1559 Spanish landing and settlement site of Tristán de Luna;
- (4) Whether the property contains material remains of past settlements, fortifications, or occupations eligible or potentially eligible for listing in the National Register of Historic Places.

The subject rights-of-way do not contain any known historical, archaeological, or architectural value. As a result, they do *not* meet criteria for sensitive properties according to Sec. 2-3-4(a)(2).

Sincerely,



Gregg Harding, RPA  
Assistant Planning & Zoning Division Manager, City of Pensacola  
222 W. Main Street, Fifth Floor  
Pensacola, Florida 32502  
[gharding@cityofpensacola.com](mailto:gharding@cityofpensacola.com)



**MINUTES OF THE PLANNING BOARD**  
**November 12, 2024**

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

**MEMBERS ABSENT:** none

**STAFF PRESENT:** Assistant Planning & Zoning Manager Harding, Planning & Zoning Manager Cannon, Development Services Coordinator Statler, Help Desk Technician Russo, Executive Assistant Chwastyk, City Surveyor Odom, Economic Development Director Grancagnolo

**STAFF VIRTUAL:** Development Services Director Morris

**OTHERS PRESENT:** Jack Myslack, Caroline McCarty, John Green, Malloy Studer, Alexa Peruski, KC Gartman, Steve Bien, Beau Box

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from September 10, 2024
- **New Business:**
  - Request for Aesthetic and Site Plan Review – 517 S. Palafox Street
  - Request for Final Plat Approval – 10<sup>th</sup> Avenue Development Subdivision
  - Request for Vacation of Street and Alley Rights-of-Way – 1000 W. Moreno 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** – Board Member Villegas made a motion to approve the September 10, 2024, minutes, seconded by Board Member Van Hoose, and it carried unanimously.

### **New Business –**

#### **Request for Aesthetic and Site Plan Review – 517 S. Palafox Street**

The Bodacious Olive, LLC, is seeking aesthetic and site plan approval for the extension of an outdoor event space at 517 S. Palafox Street. The current space is vacant, although it is often used in conjunction with 5eleven Event Hosting next door. Both properties are owned by the applicant. The proposed site improvements include the addition of perimeter fencing and landscaping, interior arbors, new hardscapes, and an artificial turf event lawn. The application packet also shows the addition of new street trees along Cedar Street; however, that request will be reviewed by the City's Public Works Department, the City Arborist, and CRA. In addition to the aesthetic plans, the applicant is requesting that the Planning Board reduce a 15' visibility triangle located in the southeast corner of the site from 15' at the property line intersection to 0'.

Chairperson Ritz asked for clarification on the location of the visibility triangle and Assistant Planning & Zoning Division Manager Harding indicated its location, purpose, and the reduction request on an aerial.

Mallory Studer and John Green presented to the board.

Chairperson Ritz asked staff if there were any aesthetic criteria for the South Palafox Business District and Assistant Planning & Zoning Division Manager Harding read Sec. 12-3-13(1) – *"Purpose of district.* The South Palafox business district is established to promote the compatible redevelopment of the city's historic downtown waterfront by encouraging high quality site planning and architectural design that is compatible with both the historic character of the existing structures and the waterfront activities. The zoning regulations are intended to help avoid excessive building height and mass and vehicular congestion." The district across Palafox Street is the Palafox Historic Business District.

Board Member Grundhoefer thought the plan was very nice and asked for clarification on the proposed fencing. Mr. Green answered that the fence would be aluminum pickets, and the intent will be for the interior holly plantings to grow through the fencing. The lattice features are on the interior of the site. The board further discussed the proposed materials and landscaping. Chairperson Ritz did not have any objection to the visibility triangle reduction due to the site and right-of-way conditions. Staff added that the packet was reviewed by all departments, including Public Works. Mr. Green presented an aerial showing sight lines at the Palafox and Cedar intersection to show that the project would not further impact visibility beyond the current conditions. Board Member Villegas asked about the maximum height of fences in this district, and staff answered that there is none in the South Palafox Historic District. She did have concerns over the long-term development of the area and how the visibility triangle might be impacted with future growth and use of the district.

**Board Member Villegas made the motion to approve as submitted, including the applicant's request to reduce the visibility triangle from 15' to 0'. The motion was seconded by Board Member Powell, and it carried unanimously.**

#### **Request for Final Plat Approval – 10<sup>th</sup> Avenue Development Subdivision**

Bear General Contractors, Inc. is requesting final plat approval for the 10<sup>th</sup> Avenue Development Subdivision. The project is located within the R-1A zoning district of which two (2) parcels will be subdivided into nine (9) lots to accommodate single-family detached residences and one (1) lot to accommodate stormwater requirements. The preliminary plat was approved by Planning Board in August 2024. The property area is 1.79 acres, the maximum density is 12.4 dwelling units per acre, and setback requirements include front



setbacks of 20', side setbacks of 5', and rear setbacks of 25'.

Caroline McCarty and Jack Myslack presented to the board. It was clarified that all driveways would connect to 10<sup>th</sup> Avenue and that a sidewalk will be provided in the right-of-way. The board discussed the width of the right-of-way in that area and wanted to ensure that there would be enough room so that parked cars would not project into the street. The applicants clarified that there would be sufficient space.

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

#### **Request for Vacation of Street and Alley Rights-of-Way – 1000 W. Moreno Street**

A request has been received from Baptist Hospital for vacation of rights-of-way at 1000 W. Moreno Street and adjacent Baptist Hospital parcels (1100 BLK W. Mallory Street, 1200 W. Mallory Street, and 1700 N. "J" Street). The rights-of-way include a portion of Mallory Street, a portion of "I" Street, and three sections of alleys. All subject rights-of-way are located within parcels owned by Baptist Hospital and there are no other abutting property owners who would be impacted by the vacation request.

In addition to the right-of-way vacation, the applicants are requesting that City Council not retain easements for public utilities, except within the Mallory Street right-of-way portion. All utility providers have provided comments of "no objection" to the vacation and to the easement extinguishment request, with the exception of a 30'-wide easement in the Mallory Street portion to accommodate an existing Florida Power & Light facility. The application was routed through the various City departments and utility providers.

KC Gartman and Steve Bien presented to the board and gave an overview of the project. Board Member Grundhoefer asked about portions of "I" Street not included in the application and whether they had been vacated. City Surveyor Odom offered that the portion of "I" Street subject to the request appears to have been missed during past vacation requests. Historically, the multiple parcels were a mix of City-owned and County-owned, until all of the parcels now owned by Baptist Hospital were annexed into the City. In working with the County and in review of all available documents, there is no evidence that the subject portion of "I" Street was ever vacated by either the City or County in the past. Vacation records were found for all other rights-of-way, except for those under review in this application. Board Member Grundhoefer did not have objection to the request and asked if they would see some form of plans for the development. Mr. Bien presented several conceptual plans and elevations to the board. The plan is to construct 268 units, with a possible park or green space on the western end. The board and applicants further discussed future plans for the site.

**Board Member Villegas made the motion to approve as submitted. The motion was seconded by Board Member Sampson, and it carried unanimously.**

**Open Forum – none**

**Discussion –** Additional discussion was provided on past Board applications.

**Adjournment –** With no further business, the Board adjourned at 2:45 p.m.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Gregg Harding', with a long horizontal flourish extending to the right.

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



OVERALL SITE PLAN

WEST SITE  
AVERY PLACE APARTMENTS  
FAMILY APARTMENT BUILDINGS

BUILDING TYPE A  
4 STORIES

1 BED / 1 BATH: 8  
2 BED / 2 BATH: 18  
3 BED / 2 BATH: 18  
4 BED / 2 BATH: 12  
TOTAL BLDG A: 56

BUILDING TYPE B  
4 STORIES

1 BED / 1 BATH: 10  
2 BED / 2 BATH: 18  
3 BED / 2 BATH: 20  
4 BED / 2 BATH: 8  
TOTAL BLDG B: 56

1 BED / 1 BATH: 18  
2 BED / 2 BATH: 36  
3 BED / 2 BATH: 38  
4 BED / 2 BATH: 20  
TOTAL UNITS: 112

PARKING  
REQUIRED: 1/UNIT 112 SPACES  
PROVIDED: +/- 168 SPACES (1.5/UNIT)

EAST SITE  
KUPFRIAN MANOR  
SENIOR APARTMENT BUILDINGS

4 STORIES

1 BED / 1 BATH: 47  
2 BED / 2 BATH: 47  
TOTAL UNITS: 94

PARKING  
REQUIRED: .75/UNIT = 71 SPACES  
PROVIDED: +/- 80 SPACES (.85/UNIT)





AVERY PLACE FLOOR  
PLANS

WEST SITE  
AVERY PLACE APARTMENTS  
FAMILY APARTMENT BUILDINGS

|                  |    |
|------------------|----|
| BUILDING TYPE A  |    |
| 4 STORIES        |    |
| 1 BED / 1 BATH:  | 8  |
| 2 BED / 2 BATH:  | 18 |
| 3 BED / 2 BATH:  | 18 |
| 4 BED / 2 BATH:  | 12 |
| TOTAL BLDG A: 56 |    |

|                  |    |
|------------------|----|
| BUILDING TYPE B  |    |
| 4 STORIES        |    |
| 1 BED / 1 BATH:  | 10 |
| 2 BED / 2 BATH:  | 18 |
| 3 BED / 2 BATH:  | 20 |
| 4 BED / 2 BATH:  | 8  |
| TOTAL BLDG B: 56 |    |

|                  |    |
|------------------|----|
| 1 BED / 1 BATH:  | 18 |
| 2 BED / 2 BATH:  | 36 |
| 3 BED / 2 BATH:  | 38 |
| 4 BED / 2 BATH:  | 20 |
| TOTAL UNITS: 112 |    |

|                                     |  |
|-------------------------------------|--|
| PARKING                             |  |
| REQUIRED: 1/UNIT 112 SPACES         |  |
| PROVIDED: +/- 168 SPACES (1.5/UNIT) |  |

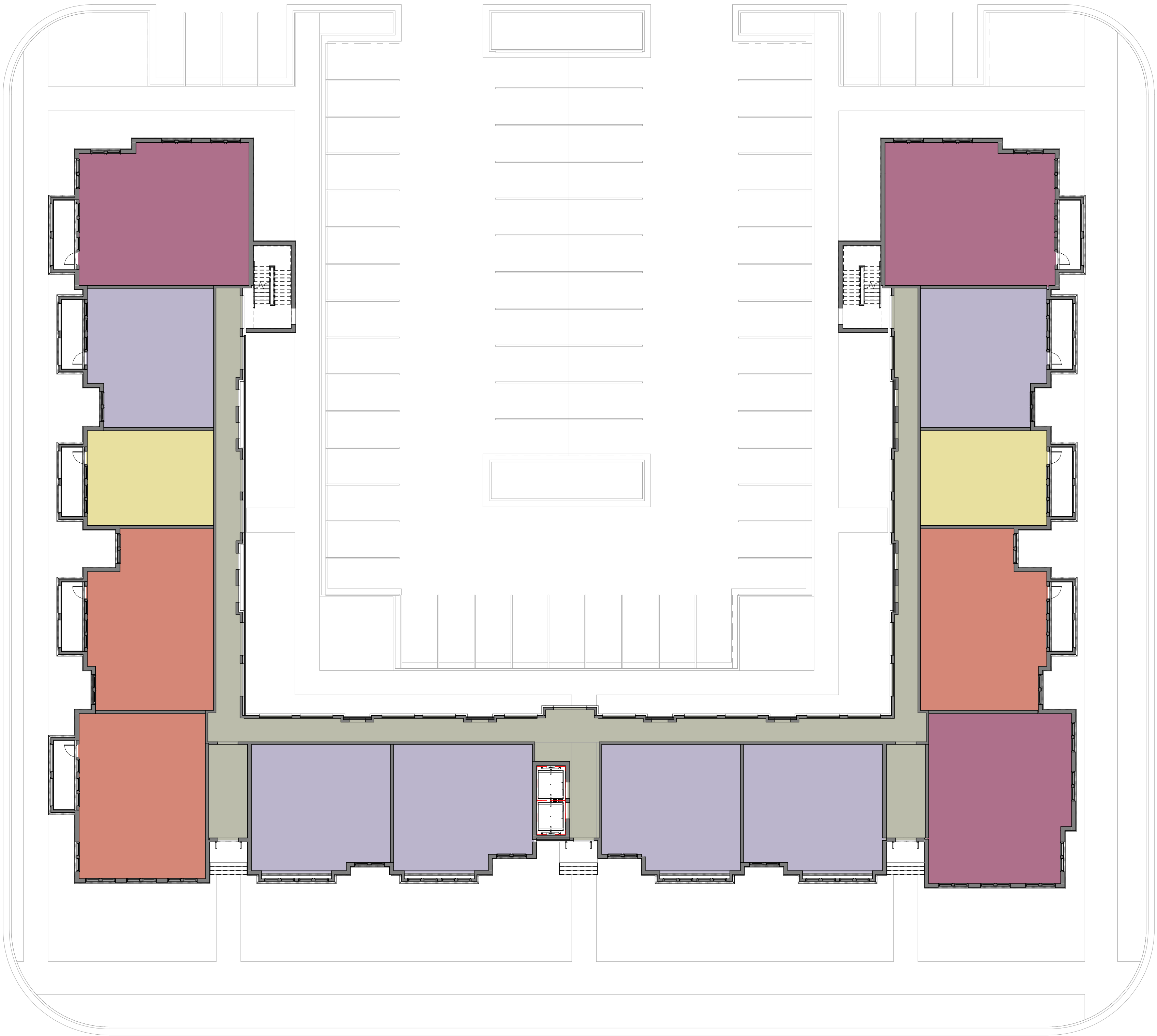
EAST SITE  
KUPFRIAN MANOR  
SENIOR APARTMENT BUILDINGS

|                 |    |
|-----------------|----|
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|                                    |  |
|------------------------------------|--|
| PARKING                            |  |
| REQUIRED: .75/UNIT = 71 SPACES     |  |
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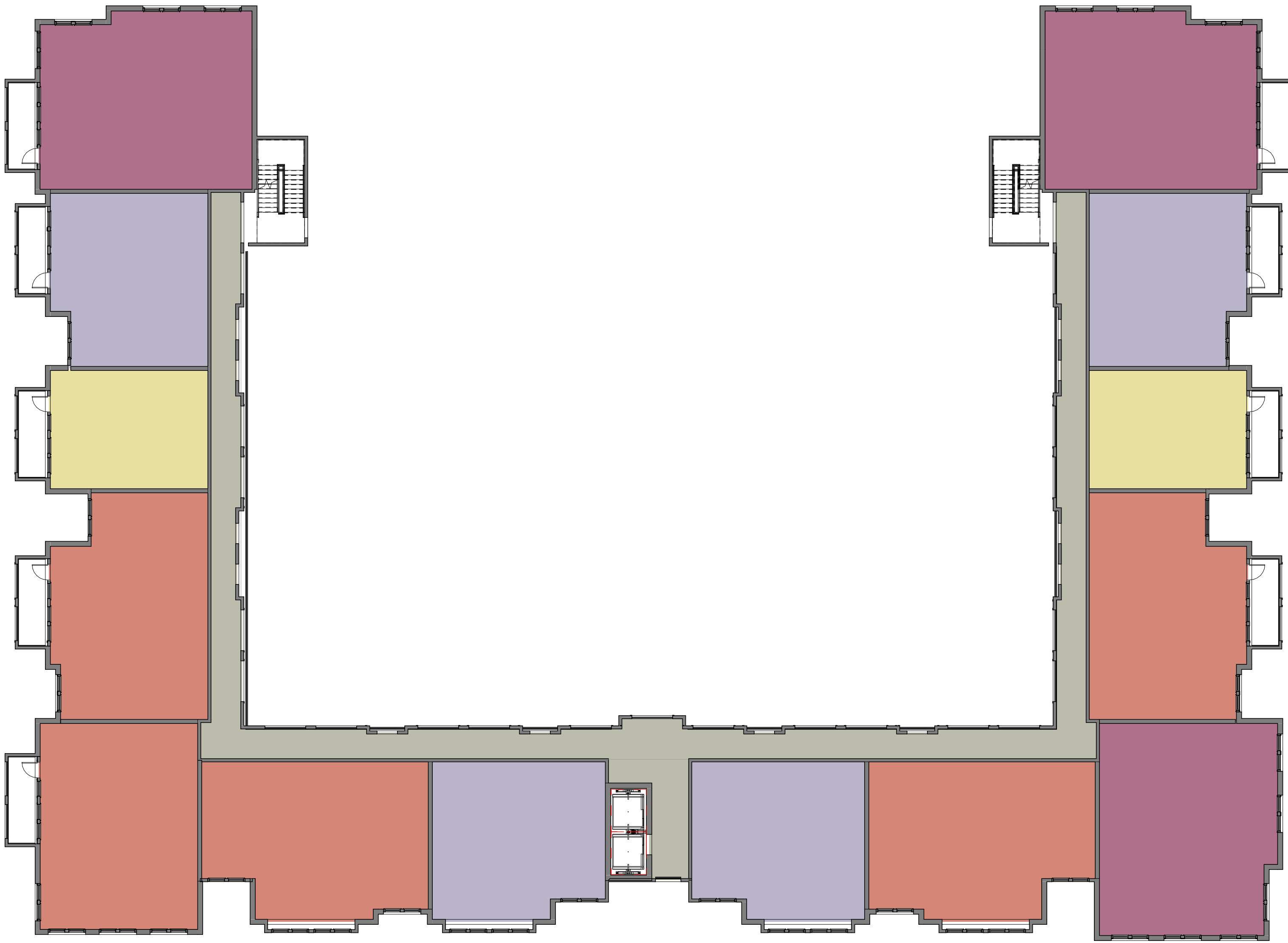
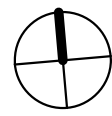
PROGRAM LEGEND

|             |
|-------------|
| 1BR         |
| 2BR         |
| 3BR         |
| 4BR         |
| CIRCULATION |



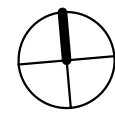
AVERY PLACE - BUILDING A FIRST FLOOR PLAN

1/16" = 1'-0"



AVERY PLACE - BUILDING A TYP. FLOOR PLAN

1/16" = 1'-0"





AVERY PLACE COMMUNITY  
BUILDING PLAN

WEST SITE  
AVERY PLACE APARTMENTS  
FAMILY APARTMENT BUILDINGS

|                  |    |
|------------------|----|
| BUILDING TYPE A  |    |
| 4 STORIES        |    |
| 1 BED / 1 BATH:  | 8  |
| 2 BED / 2 BATH:  | 18 |
| 3 BED / 2 BATH:  | 18 |
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|                  |    |
|------------------|----|
| BUILDING TYPE B  |    |
| 4 STORIES        |    |
| 1 BED / 1 BATH:  | 10 |
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|                  |    |
|------------------|----|
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PROVIDED: +/- 168 SPACES (1.5/UNIT)

EAST SITE  
KUPFRIAN MANOR  
SENIOR APARTMENT BUILDINGS

|                 |    |
|-----------------|----|
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PROGRAM LEGEND

- AMENITY
- BLDG SERV
- OFFICE





KUPFRIAN MANOR FLOOR PLANS

WEST SITE  
AVERY PLACE APARTMENTS  
FAMILY APARTMENT BUILDINGS

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KUPFRIAN MANOR  
SENIOR APARTMENT BUILDINGS

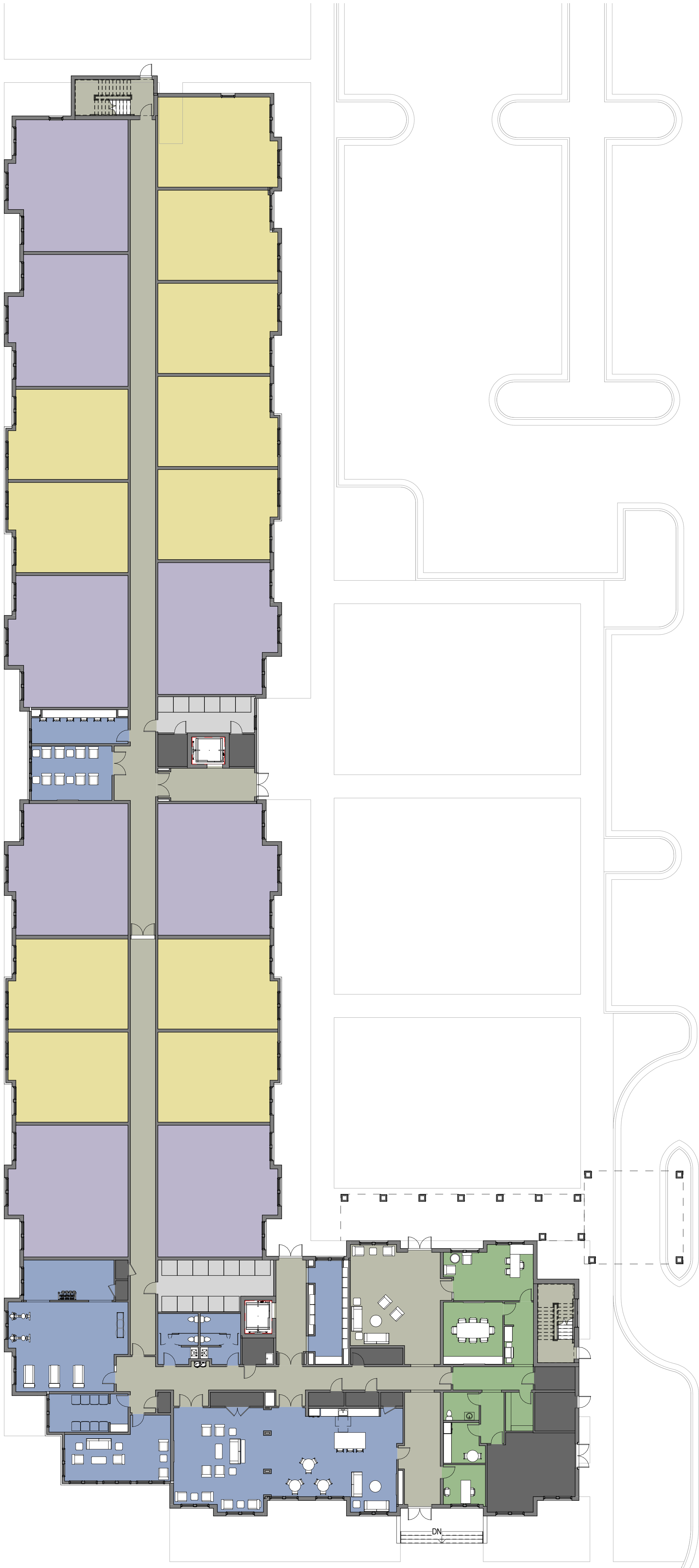
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TOTAL UNITS: 94

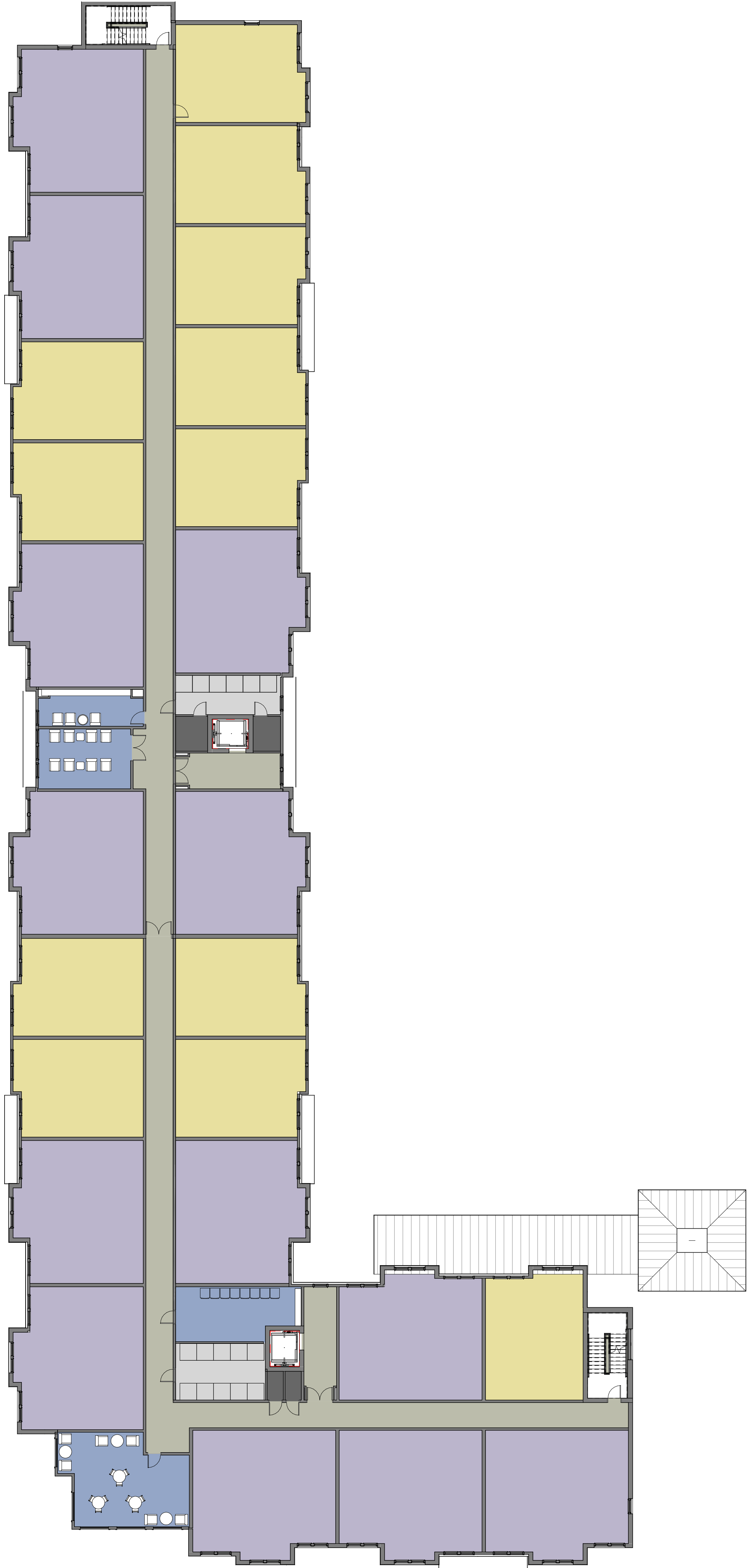
PARKING  
REQUIRED: .75/UNIT = 71 SPACES  
PROVIDED: +/- 80 SPACES (.85/UNIT)

PROGRAM LEGEND

- 1BR
- 2BR
- AMENITY
- BLDG SERV
- CIRCULATION
- OFFICE
- STORAGE



KUPFRIAN MANOR - FIRST FLOOR PLAN  
1/16" = 1'-0"



KUPFRIAN MANOR - TYP FLOOR PLAN  
1/16" = 1'-0"



KUPFRIAN MANOR  
AMENITY PLAN

WEST SITE  
AVERY PLACE APARTMENTS  
FAMILY APARTMENT BUILDINGS

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PROGRAM LEGEND

- 2BR
- AMENITY
- BLDG SERV
- CIRCULATION
- OFFICE
- STORAGE



KUPFRIAN MANOR - ENLARGED AMENITY PLAN  
1/8" = 1'-0"

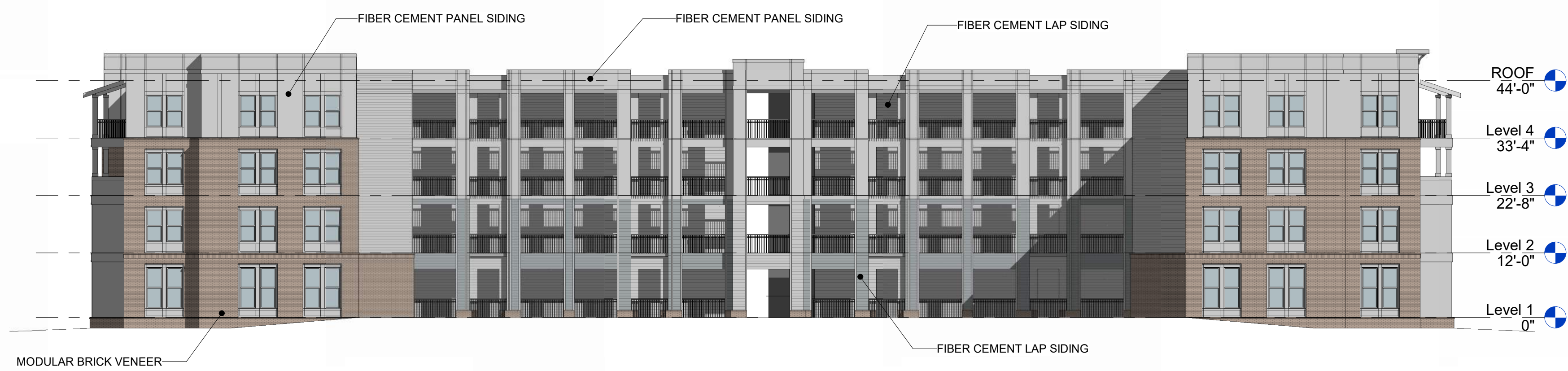


AVERY PLACE BUILDING  
(A) ELEVATIONS



AVERY PLACE BUILDING (A) ELEVATION - SOUTH

1/16" = 1'-0"



AVERY PLACE BUILDING (A) ELEVATION - NORTH

1/16" = 1'-0"



AVERY PLACE BUILDING (A) ELEVATION - WEST

1/16" = 1'-0"

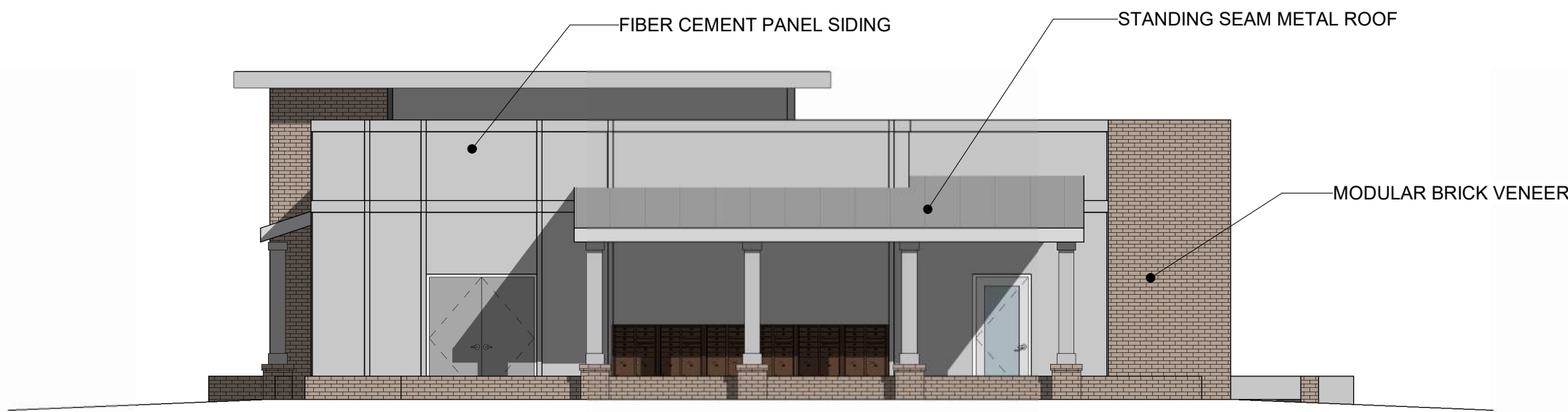


AVERY PLACE BUILDING (A) ELEVATION - EAST

1/16" = 1'-0"

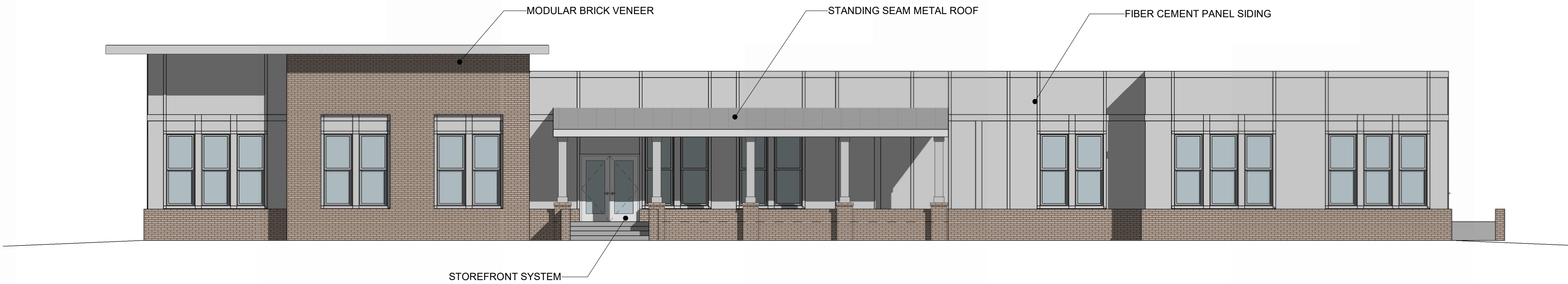


AVERY PLACE COMMUNITY  
BUILDING ELEVATIONS



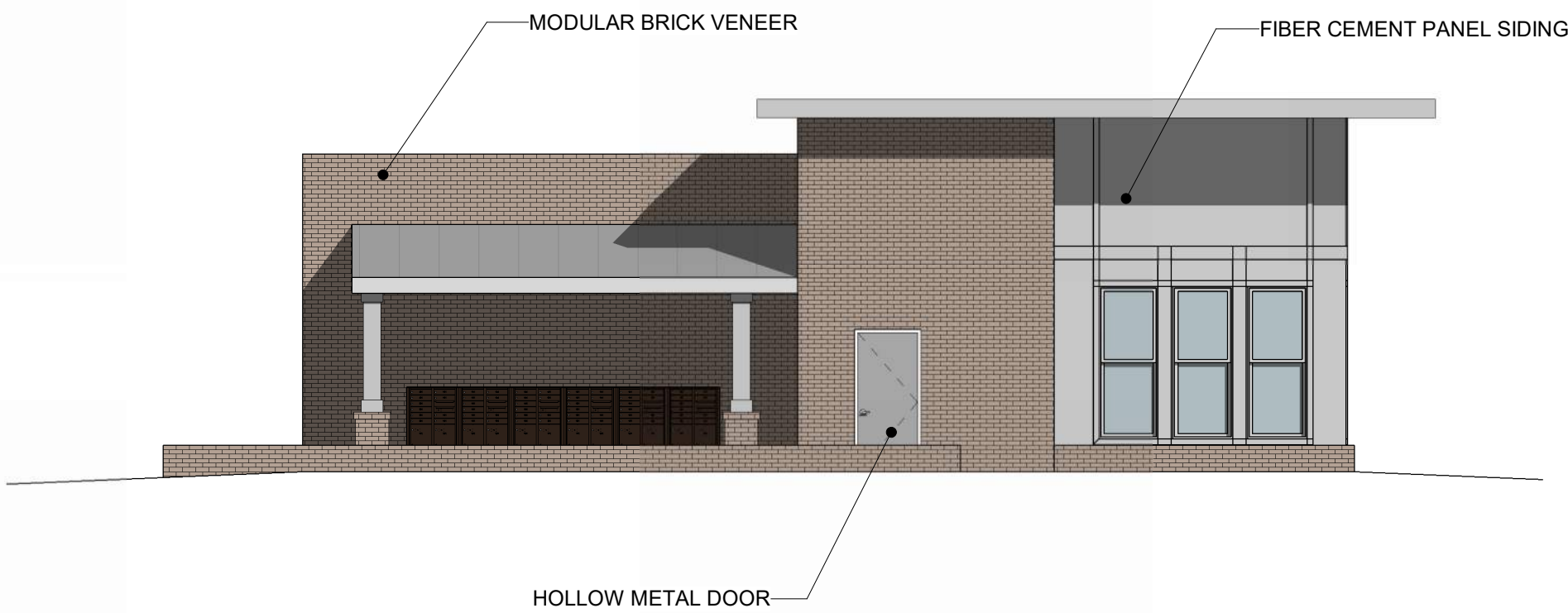
AVERY PLACE COMMUNITY BUILDING ELEVATION - NORTH

1/8" = 1'-0"



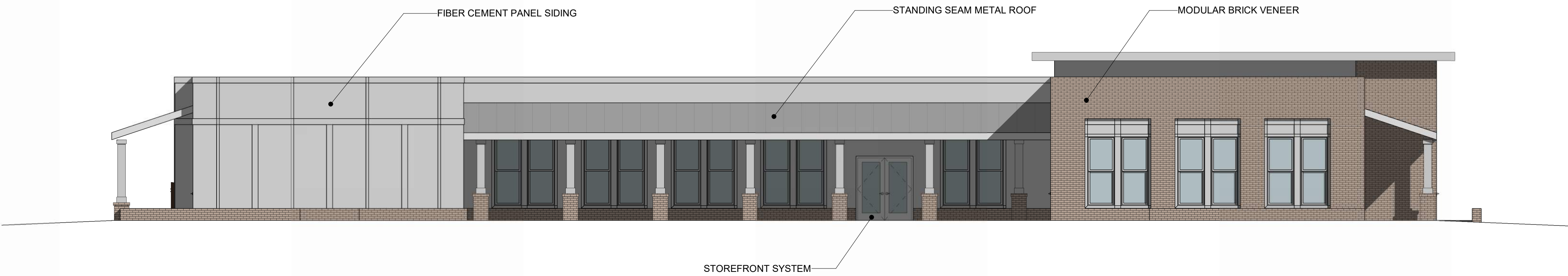
AVERY PLACE COMMUNITY BUILDING ELEVATION - EAST

1/8" = 1'-0"



AVERY PLACE COMMUNITY BUILDING ELEVATION - SOUTH

1/8" = 1'-0"

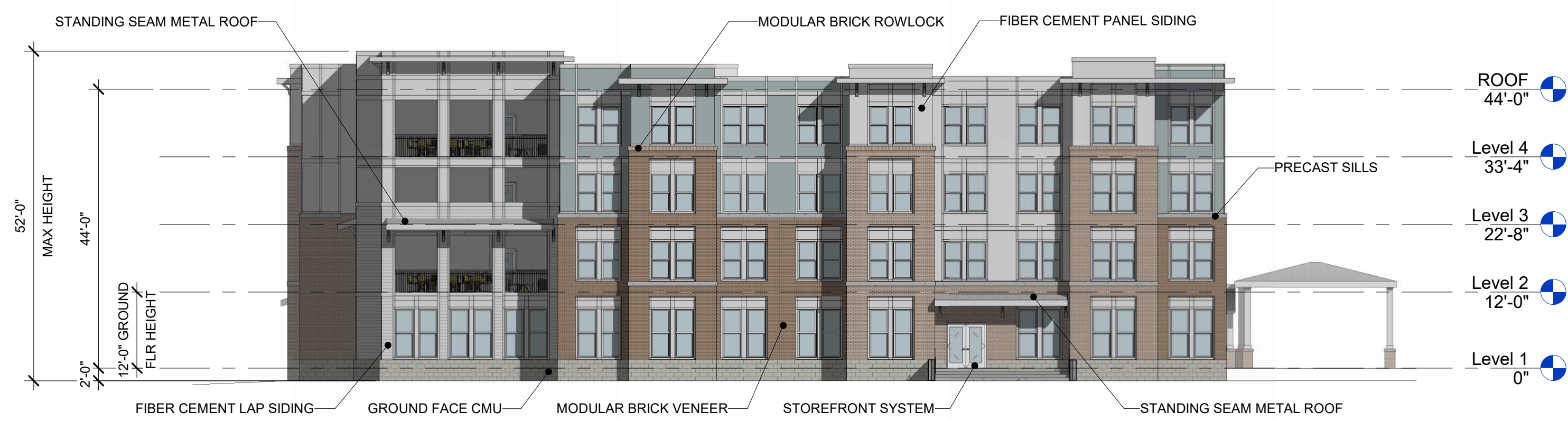


AVERY PLACE COMMUNITY BUILDING ELEVATION - WEST

1/8" = 1'-0"

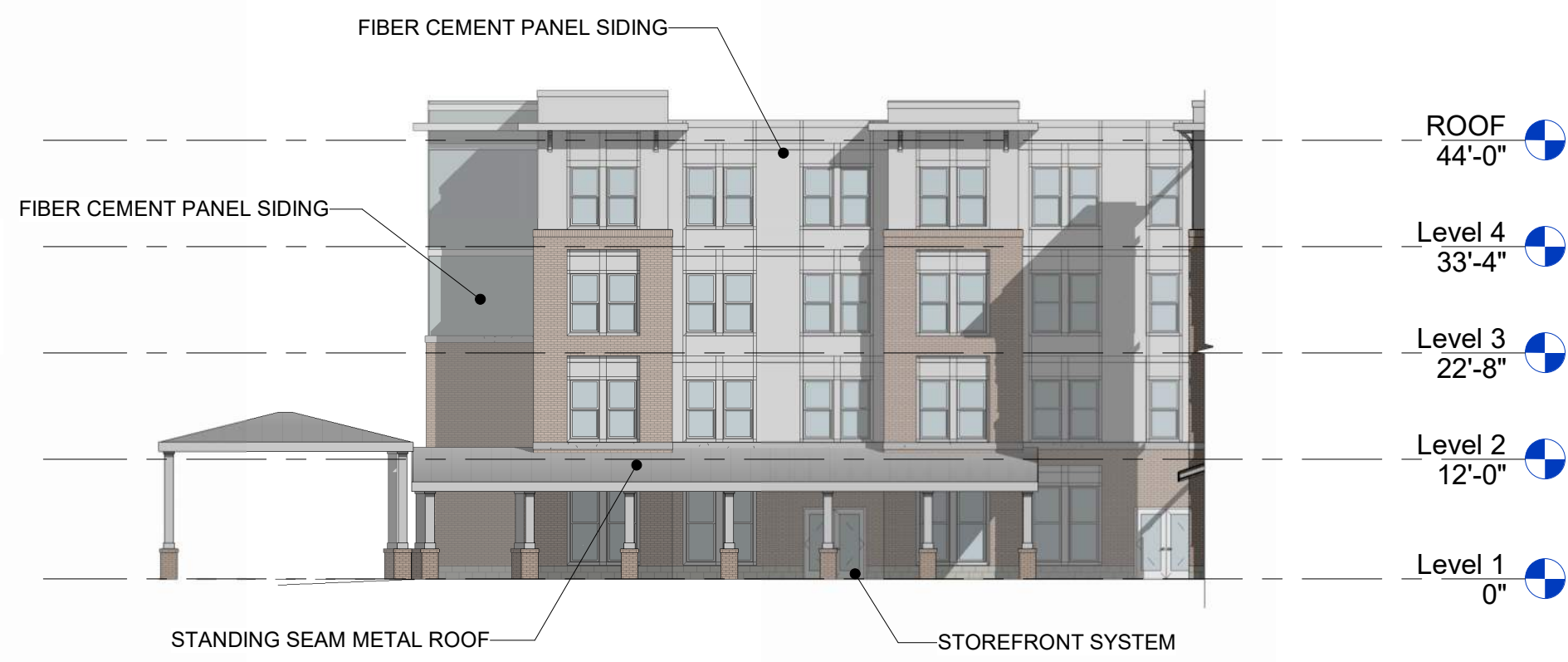


KUPFRIAN MANOR  
BUILDING ELEVATIONS



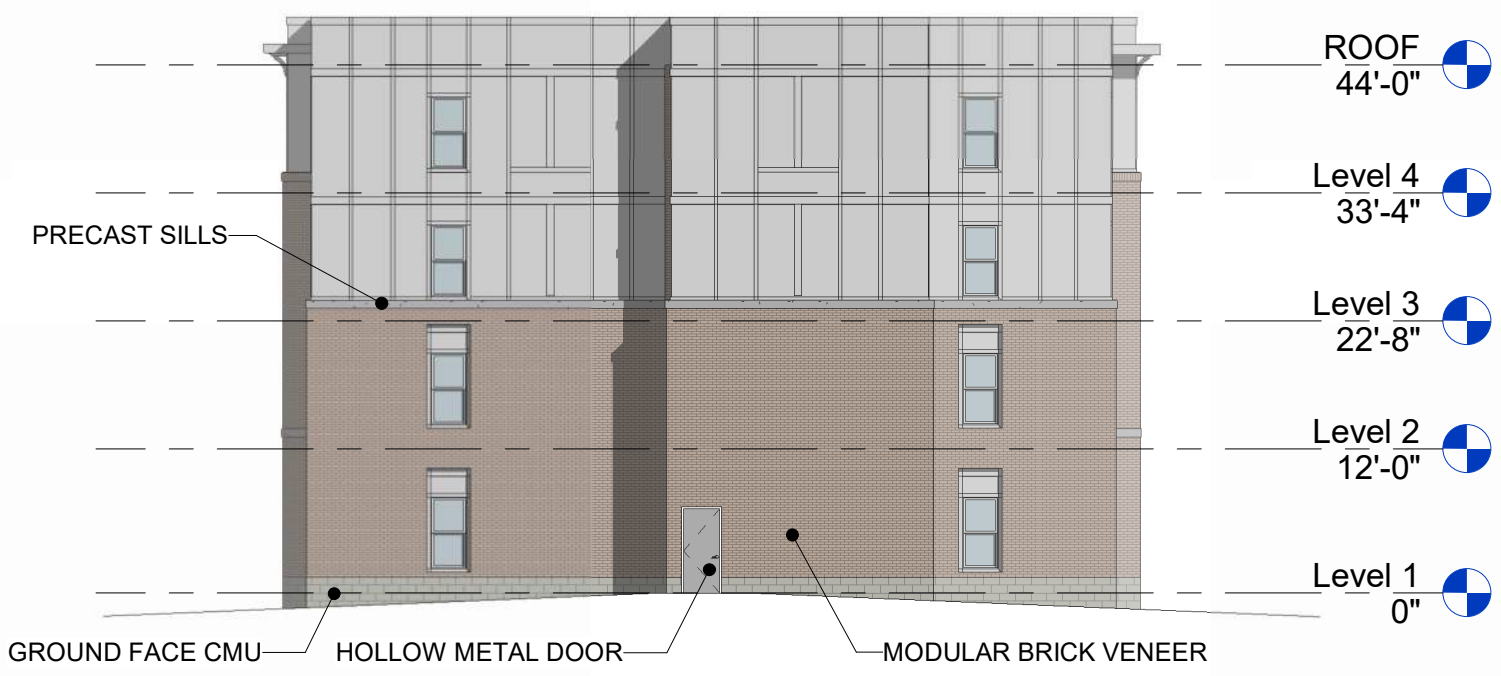
KUPFRIAN MANOR BUILDING ELEVATION - SOUTH

1/16" = 1'-0"



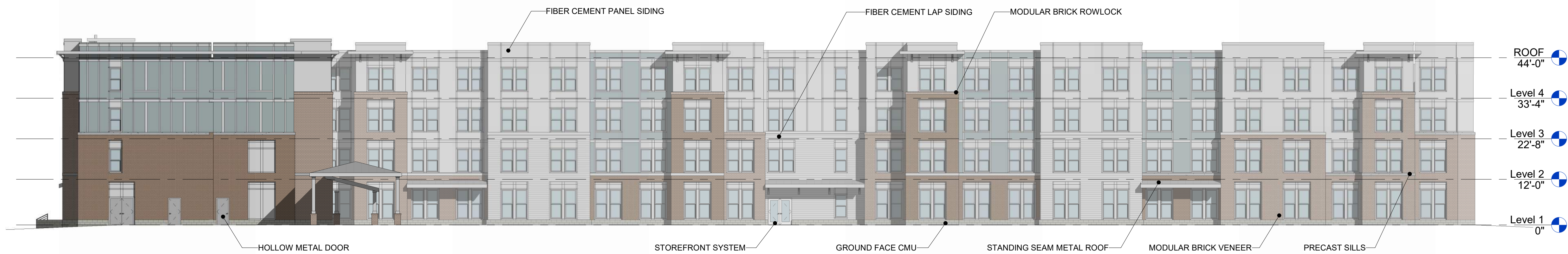
KUPFRIAN MANOR BUILDING ELEVATION - SOUTH-EAST

1/16" = 1'-0"



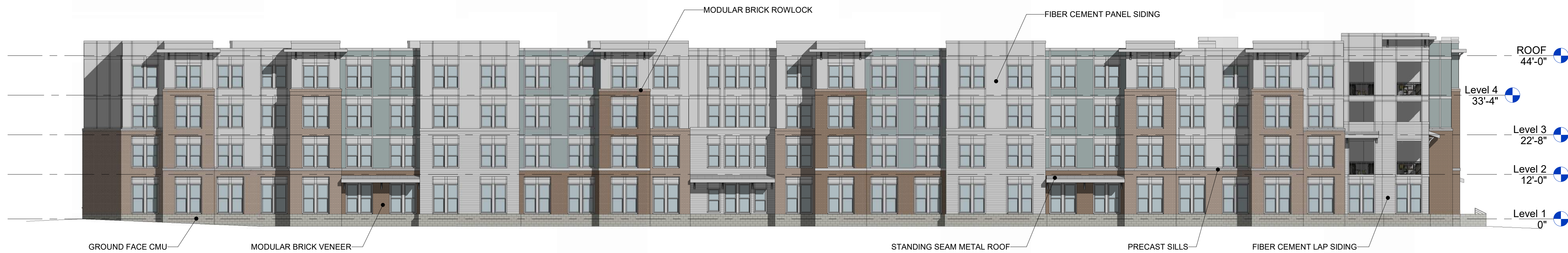
KUPFRIAN MANOR BUILDING ELEVATION - NORTH

1/16" = 1'-0"



KUPFRIAN MANOR BUILDING ELEVATION - EAST

1/16" = 1'-0"



KUPFRIAN MANOR BUILDING ELEVATION - WEST

1/16" = 1'-0"



3D EXTERIOR VIEWS



3D - Avery & Kupfrian- S Intersection



3D - Avery Bldg A - SW Corner



3D - Kupfrian - SW Corner



3D - Kupfrian - Rear





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1147

**Agenda Conference**

**12/9/2024**

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** COUNCIL PRESIDENT JARED MOORE

**SUBJECT:**

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - 10TH AVENUE DEVELOPMENT  
SUBDIVISION

**RECOMMENDATION:**

That City Council conduct a quasi-judicial hearing on December 12, 2024 to consider approval of the Final Subdivison Plat - 10th Avenue Development Subdivision.

**HEARING REQUIRED:** Quasi-Judicial Hearing Required

**SUMMARY:**

Bear General Contractors, Inc. is requesting final plat approval for the 10th Avenue Development Subdivision - 3805 & 3807 N. 10th Avenue - approx. 300'+ north of Barcia Drive on the east side of 10th Avenue. The project is located in the R-1A zoning district and includes two (2) parcels which will be subdivided into nine (9) lots to accommodate single-family detached residences and one (1) lot to accommodate stormwater requirements. The preliminary plat was approved by Planning Board in August 2024.

- Property area: 1.79 acres
- Maximum Density: 12.4 dwelling units per acre
- Setback requirements: front setback of 20'; side setback of 5'; rear setback of 25'.

The project is located in City Council District 5.

**PRIOR ACTION:**

November 12, 2024 - The Planning Board recommended approval in a 7:0 vote.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

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

11/12/2024

**STAFF CONTACT:**

Tim Kinsella, City Administrator

David Forte, Deputy City Administrator

Sherry Morris, AICP, Development Services Director

Cynthia Cannon, AICP, Planning & Zoning Division Manager

**ATTACHMENTS:**

1. Planning Board Packet - 10th Avenue Development Subdivision
2. Planning Board Minutes September 10, 2024

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1051

Planning Board

11/12/2024

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### **ACTION ITEM**

#### **SUBJECT:**

Request for Final Plat Approval - 10th Avenue Development Subdivision

#### **SUMMARY:**

Bear General Contractors, Inc., is requesting final plat approval for the 10<sup>th</sup> Avenue Development Subdivision. The project is located within the R-1A zoning district of which three (2) parcels will be subdivided into nine lots to accommodate single-family detached residences and one lot to accommodate storm water requirements. The preliminary plat was approved by Planning Board in August 2024.

- Property area: 1.79 acres
- Maximum Density: 12.4 dwelling units per acre
- Setback requirements: front setback of 20'; side setback of 5'; rear setback of 25'.

This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet.

#### **RECOMMENDED CODE SECTIONS**

[Sec. 12-3-4. Medium-density residential land use district regulations](#)

[Sec. 12-7-3 Procedure for subdivision approval](#)

#### **ATTACHMENTS:**

1. 10th Avenue Development\_Images
2. 10th Avenue Development\_Final Subdivision Plat Application and Plat\_11.1.2024
3. August 2024 Minutes from Preliminary Plat Application
4. Review Comments\_10th Avenue Development
5. Sec.\_12\_3\_4.\_Medium\_density\_residential\_land\_use\_district\_regulations.
6. Sec.\_12\_7\_3.\_Procedure\_for\_subdivision\_approval.

## 10<sup>th</sup> Avenue Development Final Subdivision Plat







## SUBDIVISION PLAT

☐ **Preliminary Plat**

Fee: \$1,000.00 + \$25/lot

☒ **Final Plat**

Fee: \$1,500.00 + \$25/lot

1. Applicable Parks/Open Space Fees are due prior to recording the Final Plat;
2. Resubmittal: ½ the initial fee;
3. Rescheduling of Planning Board/City Council: \$250.00

| <u>Applicant Information</u>                                                                                                                                                              | <u>Owner Information</u> (If Different from Applicant)                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| Name: <u>Bear General Contractors, Inc</u><br>Address: <u>1216 N. Palafox St. Suite A</u><br><u>Pensacola, FL 32501</u><br>Phone: <u>850-435-4111</u><br>Email: <u>jmyslak@beargc.com</u> | Name: _____<br>Address: _____<br>_____<br>Phone: _____<br>Email: _____ |

### Property Information

Location Address: 3805 & 3807 10th Avenue, Pensacola FL 32501

Subdivision Name: \_\_\_\_\_

Parcel ID #: 04-2S-30-2007-000-058

# of EXISTING Parcels to be Subdivided: 2    # of PROPOSED Lots: 9    Total Acreage: 1.77

Type of Subdivision: X Residential    \_\_\_\_\_ Non-Residential/Commercial

Legal Description: Attached a full legal description from deed or survey

Will a Variance from the Subdivision Regulations be requested for the project (Sec. 12-7-7)? \_\_\_\_\_ YES X NO

If YES, Please specify the exact Variance requested: \_\_\_\_\_

*I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this plat and that no refund of these fees will be made. Also, I understand that any resubmissions based upon non-compliance with the City subdivision and/or development requirements will result in one-half (1/2) the initial application fee. I have reviewed a copy of the applicable zoning and subdivision requirements and understand that I must be present on the date of the Planning Board meeting.*

Signature of Owner:     Date: 8/15/2024

|                                                                        |                       |                            |
|------------------------------------------------------------------------|-----------------------|----------------------------|
| <u>For Office Use Only</u>                                             |                       |                            |
| Zoning: <u>R-1A</u>                                                    | FLUM: <u>MDR</u>      | Council District: <u>5</u> |
| Date Received: <u>10/11/2024</u>                                       | Case Number: _____    |                            |
| Application Fee: <u>\$1,750.00</u>                                     | Receipt #: _____      |                            |
| Open Space Requirement (acres or \$): _____                            |                       | Receipt #: _____           |
| Planning Board date: Prelim: <u>8/13/2024</u> FINAL: <u>11/12/2024</u> |                       | Recommendation: _____      |
| City Council date: <u>12/12/2024</u>                                   | Council Action: _____ |                            |
| Recording Date: _____                                                  | Map BK/PG: _____      |                            |

### **Planning Services**

**222 W. Main Street, Pensacola, Florida 32502**

**(850) 435-1670**

**Email: [PlanningApplications@CityOfPensacola.com](mailto:PlanningApplications@CityOfPensacola.com)**

**Mail to: P.O. Box 12910 \* Pensacola, Florida 32521**



## **SUBDIVISION PLAT**

### **Sec. 12-7-6. Sites for public use.**

- (a) *School sites.* The planning board may, where necessary, require reservation of suitable sites for schools; and further, which sites shall be made available to the county school board for their refusal or acceptance. If accepted by the school board, it shall be reserved for future purchase by the school board from the date of acceptance for a period of one year.
- (b) *Sites for park and recreation or open space.* Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:
  - (1) *Dedication of land for park, recreation or open space needs.* The subdivider or owner shall dedicate to the city for park and recreation or open space purposes at least five percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter acre.
  - (2) *Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.* The subdivider or owner shall pay unto the city such sum of money equal in value to five percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by the mayor and the subdivider. If the mayor and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The mayor shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two shall appoint a third.
- (c) *Public streets.* All streets delineated on all plats submitted to the city council shall be dedicated to all public uses including the use thereof by public utilities, unless otherwise specified herein.

(Code 1986, § 12-8-6; Ord. No. 9-96, § 14, 1-25-1996; Ord. No. 16-10, § 223, 9-9-2010)

### **Open Space Requirements (only applicable to residential subdivision)**

Sec. 12-7-6 requires (a) the dedication of 5% of the gross area for open space purposes, or (b) a fee in lieu of land dedication. Please calculate and check the preferred method of meeting the requirement:

(a) Total Land Area: \_\_\_\_\_ acres

5% for land dedication: \_\_\_\_\_ acres

(may NOT equal less than 1/4 acre)

(b) Value of Land \_\_\_\_\_ \$  
(per Escambia County Property Appraiser)

Fee in lieu of land dedication (5% of land value) \_\_\_\_\_ \$

(Check payable to the City of Pensacola. Due after plat approval, prior to receiving signatures)

**Planning Services**  
**222 W. Main Street, Pensacola, Florida 32502**  
**(850) 435-1670**  
**Email: [PlanningApplications@CityOfPensacola.com](mailto:PlanningApplications@CityOfPensacola.com)**  
**Mail to: P.O. Box 12910 \* Pensacola, Florida 32521**

FINAL PLAT OF  
**10TH AVENUE DEVELOPMENT**  
A SUBDIVISION SITUATED IN SECTION 4, TOWNSHIP 2 SOUTH, RANGE 30 WEST,  
CITY OF PENSACOLA, ESCAMBA COUNTY, FLORIDA  
BEING A REPLAT OF PORTIONS OF  
MAURA PLACE, PLAT BOOK 1, PAGE 32  
9 LOTS & ONE PARCEL ZONING: ONE AND TWO FAMILY (R-1A)

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

**SHEET INDEX**  
1) DEDICATIONS, CERTIFICATIONS, DESCRIPTION  
2) BOUNDARY LOCATION INFORMATION

PREPARED BY:



**OWN**  
*Engineering beyond.™*

35008 Emerald Coast Parkway  
Suite 204  
Destin, FL 32541  
850.714.8100  
[weareown.com](http://weareown.com)

FORMERLY ANDERSON ENGINEERING

PREPARED: OCTOBER, 2024  
SHEET 1 OF 2

**NOTARY PUBLIC**

BEFORE THE SUBSCRIBER PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

**CERTIFICATE OF COUNTY CLERK**

I, PAM CHILDERS, CLERK OF COURTS OF ESCAMBA COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT CHAPTER 177 FLORIDA STATUTES AND THE SAME WAS RECORDED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 IN PLAT BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF SAID COUNTY.

\_\_\_\_\_  
PAM CHILDERS, CLERK OF COURTS  
ESCAMBA COUNTY, FLORIDA

**CITY COUNCIL CERTIFICATE**

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL, OF SAID CITY AT ITS MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 AND WAS APPROVED BY SAID COUNCIL

\_\_\_\_\_  
ERICKA L. BURNETT  
CITY CLERK OF THE CITY OF PENSACOLA

**CITY OF PENSACOLA PROFESSIONAL SURVEYOR AND MAPPER STATEMENT**

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE OFFICE OF THE PROFESSIONAL SURVEY AND MAPPER FOR THE CITY OF PENSACOLA.

\_\_\_\_\_  
LESLIE D. ODOM, PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA REGISTRATION NO. 6520

**DEDICATION**

KNOWN ALL MEN BY THESE PRESENT THAT BEAR ENDEAVORS LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED HEREIN KNOWN AS 10TH AVENUE DEVELOPMENT, HEREBY AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA.

IN WITNESS WHEREOF, BEAR ENDEAVORS LLC, A FLORIDA LIMITED LIABILITY COMPANY, QUALIFIED TO DO BUSINESS IN THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY AUTHORIZED AGENT.

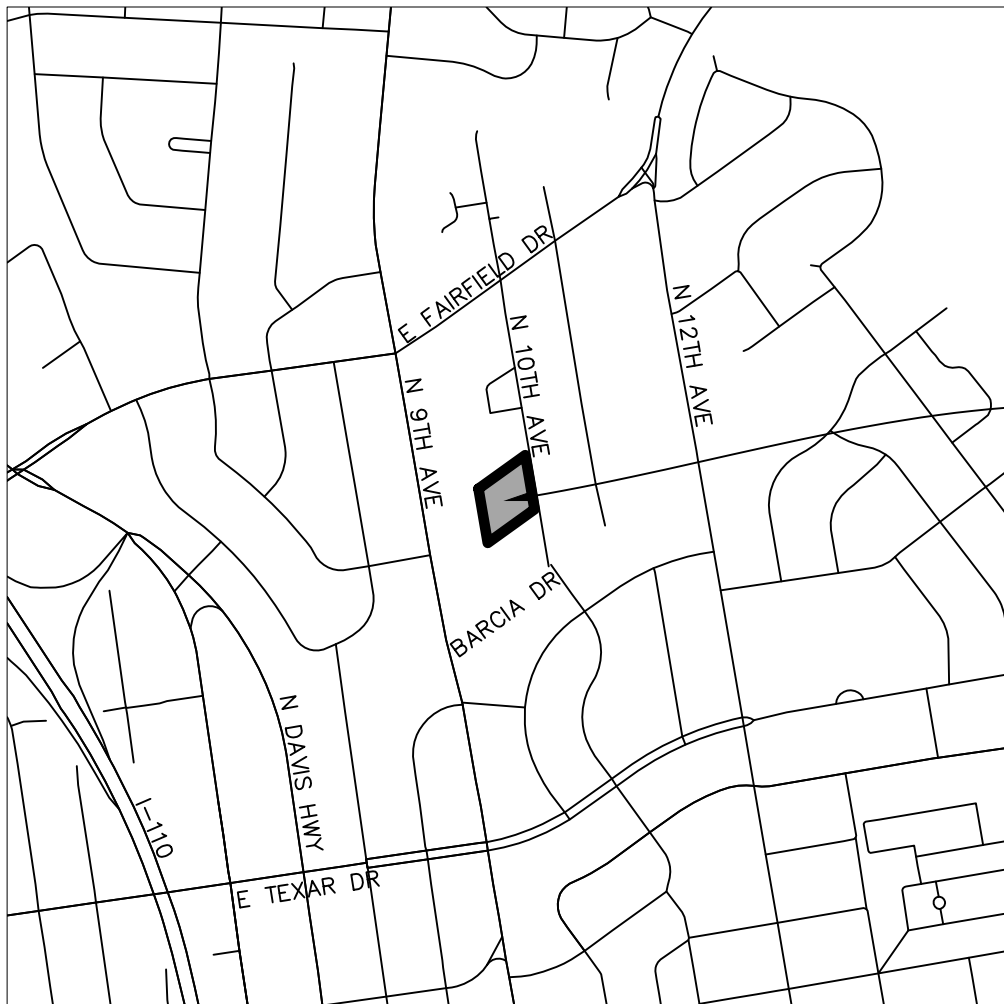
WITNESS \_\_\_\_\_ OWNER \_\_\_\_\_

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SIGNATURE

\_\_\_\_\_  
PRINT



SITE

**VICINITY MAP**

SCALE: 1"=1000'

**NOTICE**

FLORIDA STATUTE 177.091 (27)

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**SURVEYOR'S NOTES**

- TITLE OPINION PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 110455719, DATED AUGUST 26TH, 2024 HAS BEEN REVIEWED BY THIS OFFICE. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, ENCROACHMENTS, RIGHTS OF WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
- ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS.
- THE ACCURACY OF MEASUREMENTS PERFORMED MEETS THE RELATIVE ERROR OF CLOSURE PERMISSIBLE IN A SUBURBAN LAND AREA.
- BEARINGS AND NORTH ARROW SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES NORTH ZONE, NAD 1983 (2011), U.S. SURVEY FEET. REFERENCE BEARING BEING S 09°42'43" E ALONG THE WESTERLY RIGHT OF WAY OF 10TH AVENUE.
- SOURCE OF INFORMATION: A BOUNDARY SURVEY PROVIDED BY PITTMAN, GLAZE & ASSOCIATES, INC. DATED 3/21/2024 WAS UTILIZED AND DEEDS RECORDED IN THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA.
- THIS SURVEY, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

**FLOOD STATEMENT**

THE PARCEL SHOWN HEREON IS LOCATED IN FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO MAPS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY-PANEL NUMBER 12033C0380G, DATED SEPTEMBER 29, 2006.

**RECORD DESCRIPTION**

PARENT TRACTS  
(AS RECORDED IN O.R. BOOK 8760, PAGE 1587)

LOT 57, MAURA PLACE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE(S) 32, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA.

(AS RECORDED IN O.R. BOOK 8712, PAGE 1746)

LOT 58, MAURA PLACE A SUBDIVISION OF A PORTION OF JOSEPH MAURA GRANT, SECTION 4, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 1 AT PAGE 32 OF THE PUBLIC RECORDS OF SAID COUNTY.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011-177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, 5J-17.051, 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.

SIGNED ON THIS THE 28TH DAY, OCTOBER, 2024.

\_\_\_\_\_  
J. KEVIN GARDNER, PLS  
FLORIDA LICENSE NO. 7258 L.B. NO. 8259  
SURVEY NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.





FINAL PLAT OF  
**10TH AVENUE DEVELOPMENT**

A SUBDIVISION SITUATED IN SECTION 4, TOWNSHIP 2 SOUTH, RANGE 30 WEST,  
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PREPARED BY:



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35008 Emerald Coast Parkway  
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FORMERLY ANDERSON ENGINEERING

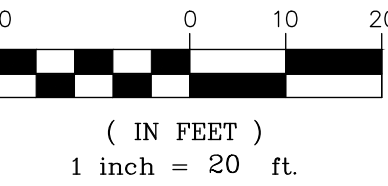
PREPARED: OCTOBER, 2024  
SHEET 2 OF 2



LEGEND

- SURVEY BOUNDARY
- ADJACENT BOUNDARY
- BUILDING SETBACK LINE
- OVERHEAD UTILITY UNIDENTIFIED
- UNDERGROUND GAS
- UNDERGROUND SANITARY
- UNDERGROUND WATER
- ACCESS EASEMENT
- LICENSED BUSINESS
- RIGHT OF WAY
- BUILDING SETBACK LINE
- OFFICIAL RECORDS
- PARCEL IDENTIFICATION

GRAPHIC SCALE





**MINUTES OF THE PLANNING BOARD**  
**August 13, 2024**

**MEMBERS PRESENT:** Chairperson Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Powell, Board Member Van Hoose

**MEMBERS ABSENT:** Board Member Villegas, Board Member Sampson

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

**STAFF VIRTUAL:** Development Services Director Morris, Planning & Zoning Manager Cannon

**OTHERS PRESENT:** Wade Beroset, Baron Necaïse, Frederique Beroset, Bryan Osborn, SMP Architects via Teams

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from June 11, 2024
- **New Business:**
  - Request for Final Aesthetic Review – 997 S. Palafox Street
  - Request for Preliminary Plat Approval – 10<sup>th</sup> Avenue Development Subdivision
  - Open Forum
  - Discussion
  - Adjournment

**Call to Order / Quorum Present**

Chairperson Ritz called the meeting to order at 2:01 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 June 11, 2024, minutes, seconded by Board Member Van Hoose, and it carried 5:0.

### **New Business –**

#### **Request for Final Aesthetic Review – 997 S. Palafox Street**

Assistant Planning & Zoning Manager, Harding introduced the item. SMP Architecture is requesting final aesthetic review for a building and site expansion at Jaco's Bayfront Bar & Grille. The expansion will provide additional space for the kitchen, a covered outdoor back-of-house, and new landscaping. Existing mechanical equipment currently visible on the east façade will be relocated and screened behind new parapet walls, and all materials have been chosen to match or complement the existing building. Since the property at and surrounding the site is owned by the City of Pensacola, the proposed expansion is contingent on an amended lease agreement. That process has been initiated by the applicant and City Council's review and approval of a lease amendment will be required before permitting. The aesthetic review will not go before the City Council, only the lease amendment. William Brantley of SMP Architecture stated that there's a need to expand the existing small kitchen and clean up the east facing façade. Mechanical equipment will be moved, covered, and screened. They are trying to improve the functionality and the look of the building from the public's point of view. No trees will be removed, new landscape buffer and sidewalk will be added. Brian Spencer of SMP Architecture added that this expansion does not affect any public usage or enjoyment of the plaza. The owners consistently and regularly maintain all the landscaping on the East side of the property. Chairperson Ritz appreciates the back house design, the hiding of the power panels, electrical, and the air conditioner, the bricks and brick design. Board Member Powell agreed with Chairperson Ritz. Board Member Grundhoefer inquired about the height of the parapet above the roof, it will be 4 feet on the lower sides and 5 feet in the middle. He feels it's attractive, but it would be beneficial if they added some articulation above the openings, perhaps some brick articulations. He gave some examples that would help address the blank wall. The owner, Wade Beroset stated that the old kitchen will stay, the prep kitchen will be in the back. He mentioned that all the changes to the kitchen will add space for the employees to work. Board Member Grundhoefer will do the abbreviated review of the added articulation to the East elevation. **Board Member Powell made the motion to approve pending the lease agreement with the city and with an abbreviated review to follow that will deal with adding articulation of some nature to the east elevation and to be reviewed by Board Member Grundhoefer. The motion was seconded by Board Member Larson, and it carried 5:0.**

#### **Request for Preliminary Plat Approval – 10<sup>th</sup> Avenue Development Subdivision**

Assistant Planning & Zoning Manager, Harding introduced the item. Bear General Contractors, Inc. is requesting preliminary plat approval for the 10<sup>th</sup> Avenue Development Subdivision. These properties are located within the R-1A zoning district of which three (2) parcels will be subdivided into nine lots to accommodate single-family detached residences and one lot to accommodate stormwater requirements.

- Property area: 1.79 acres
- Maximum Density: 12.4 dwelling units per acre
- Setback requirements: front setback of 20'; side setback of 5'; rear setback of 25'.

There's no special esthetic overlay in the immediate area and the project is not located in the CRA urban design overlay district. It will not go through any kind of review board for vertical development, just the standard development review process and permitting.



Chairperson Ritz added that there's a 12-foot access easement between lots eight and nine, so that alters the five-foot setback at least on those two lots. They have a tree survey, the city arborist has looked at the survey and there appears to be no heritage trees. Bryan Osborn with OWN, Inc added that the stormwater will be located in the rear, it's designed so that it will not discharge through the hundred year stormwater event. Baron Necaie of Bear General contractors stated these would be single family dwellings, they decided against townhomes, felt it's what was needed in the area. Each family would own that particular property, the stormwater will be taken care of by the owners through an HOA. These will be your standard modern farmhouse style with board and batten and front facing garages. Since the lots are so narrow, rear garages were not an option. Primary task today is to make sure the city has followed their standards for the process, that there are no overt violations of that, and the information provided here is legitimate. This will have to come back before the board at least one more time for the final plat review. It was noted that the rezoning application for this project recently went to City Council where it was approved with no major points of opposition. All new development in the city will require sidewalks. **Board Member Powell made a motion to approve, seconded by Board Member Van Hoose and it carried 5:0.**

#### **Open Forum – none**

#### **Discussion**

A discussion was held regarding the next phase for the Land Development Code reorganization and the process of choosing the consultants. Board Member recently saw the graphics of the resurfacing project on Palafox, between Garden and Main Streets. The board also discussed future projects at Community Maritime Park.

**Adjournment** – With no further business, the Board adjourned at 2:37 p.m.

Respectfully Submitted,



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

| <b>Department:</b> | <b>Comments:</b> |
|--------------------|------------------|
| Planning           | No comments.     |
| FIRE               | No comments.     |
| PW/E               | No comments.     |
| Surveyor           | No comments.     |
| Inspection Svcs    | No comments.     |
| Pensacola Energy   | No comments.     |
| ECUA               | No comments.     |
| FPL                | No comments.     |
| ATT                | No comments.     |
| FDOT               | No comments.     |
| CRA                | No comments.     |
| Parking            | No comments.     |
| Airport            | No comments.     |
| Arborist           | No comments.     |

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## Sec. 12-3-4. Medium-density residential land use district regulations.

The regulations in this section shall be applicable to the one- and two-family zoning districts: R-1AA, R-1A and R-1B.

- (1) *Purpose of district.* The medium-density residential land use district is established for the purpose of providing a mixture of one- and two-family dwellings with a maximum density of 17.4 dwelling units per acre. Recognizing that, for the most part, these zoning districts are located in older areas of the city, the zoning regulations are intended to promote infill development which is in character with the density, intensity and scale of the existing neighborhoods.
- (2) *Uses permitted.*
  - a. Single-family detached dwellings.
  - b. Accessory residential units subject to regulations in section 12-3-81.
  - c. Single-family attached dwellings (townhouse construction, maximum two units).
  - d. Two-family attached dwellings (duplex).
  - e. Community residential homes licensed by the state department of health and rehabilitative services with six or fewer residents providing that it is not to be located within 1,000 feet of another such home. If it is proposed to be within 1,000 feet of another home it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.
  - f. Cemeteries, when:
    1. Seventy-five percent of all owners of adjacent dwellings within 175 feet of the boundary of the cemetery give their written consent; and
    2. The provisions of section 12-3-85 have been met.
  - g. Residential design manufactured homes are permitted in the R-1A district, with a maximum density of 12.4 units per acre subject to regulations in section 12-3-91.
  - h. Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.
  - i. Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-3-90.
  - j. Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.
  - k. Home occupations subject to regulations in section 12-3-57.
  - l. Municipally owned and operated parks and playgrounds.
  - m. Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-3-88.
  - n. Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-3-55.
  - o. Family day care homes licensed by the state department of children and family services as defined in state statutes.

(3) *Conditional uses permitted.*

- a. Residential design manufactured homes when proposed in the R-1AA zoning district subject to regulations in section 12-3-91.
- b. Bed and breakfast subject to regulations in section 12-3-84.
- c. Child care facilities subject to regulations in section 12-3-87.
- d. Accessory office units subject to regulations in section 12-3-80.

(4) *Development permitted.*

- a. Conventional subdivision subject to regulations in section 12-3-105.
- b. Special planned development subject to regulations in section 12-3-106.

(5) *Regulations for development within the medium-density residential land use district.* Tables 12-3.2 and 12-3.2A describe requirements for the one- and two-family residential zoning districts.

TABLE 12-3.2. REGULATIONS FOR THE MEDIUM-DENSITY RESIDENTIAL ZONING DISTRICTS

| Standards                                                          | R-1AA                                                       |                              |                                       | R-1A                                                        |                              |                                       |
|--------------------------------------------------------------------|-------------------------------------------------------------|------------------------------|---------------------------------------|-------------------------------------------------------------|------------------------------|---------------------------------------|
|                                                                    | Single-Family Detached                                      | Two-Family Attached (duplex) | **Single-Family Attached (townhouses) | Single-Family Detached                                      | Two-Family Attached (duplex) | **Single-Family Attached (townhouses) |
| Maximum Residential Gross Density                                  | 8.7 units per acre                                          | 11.6 units per acre          | 11.6 units per acre                   | 12.4 units per acre                                         | 17.4 units per acre          | 17.4 units per acre                   |
| Minimum Lot Area                                                   | 5,000 s.f.                                                  | 7,500 s.f.                   | 3,750 s.f.                            | 3,500 s.f.                                                  | 5,000 s.f.                   | 2,500 s.f.                            |
| Lot Width At Minimum Building Setback Line                         | 40 feet                                                     | 60 feet                      | 30 feet                               | 30 feet                                                     | 50 feet                      | 25 feet                               |
| Minimum Lot Width At Street R-O-W Line                             | 40 feet                                                     | 50 feet                      | 25 feet                               | 30 feet                                                     | 50 feet                      | 25 feet                               |
| Minimum Yard Requirements<br>*Front Yard<br>Side Yard<br>Rear Yard | (Minimum Building Setbacks)<br>30 feet<br>6 feet<br>30 feet |                              |                                       | (Minimum Building Setbacks)<br>20 feet<br>5 feet<br>25 feet |                              |                                       |

|                                                                                                                                                                                                                                                                                                                                      |                                                   |            |                                                    |            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------|----------------------------------------------------|------------|
| Off-Street Parking                                                                                                                                                                                                                                                                                                                   | 1 space/unit                                      | 2 sp./unit | 1 space/unit                                       | 2 sp./unit |
| Maximum Building Height                                                                                                                                                                                                                                                                                                              | 35 feet<br>Except as provided in section 12-3-62) |            | 35 feet<br>(Except as provided in section 12-3-62) |            |
| *The front yard depths in the R-1AA and R-1A districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted. |                                                   |            |                                                    |            |
| **Each single-family attached dwelling unit must be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in chapter 12-7.                                                                                                       |                                                   |            |                                                    |            |
| ***All future residential development on parcels changed to a Medium-Density Residential (MDR) zoning district via the passage of Ord. No. 23-16, effective on August 18, 2016, shall be considered legal nonconforming and may utilize the R-1A zoning district standards applicable to lot width, lot area and setbacks.           |                                                   |            |                                                    |            |

TABLE 12-3.2A

| Standards                                                                                                  | R-1B                                                                         |                                        |                                       |
|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------|---------------------------------------|
|                                                                                                            | Single-family Detached                                                       | Two-Family Attached (Duplex)           | **Single-family Attached (Townhouses) |
| Maximum Residential Gross Density                                                                          | 8.7 units per acre                                                           | 11.6 units per acre                    | 17.4 units per acre                   |
| Minimum Yard Requirements<br>*Front Yard<br>Side Yard<br>Rear Yard                                         | (Minimum Building Setbacks)<br>10 feet<br>5 feet<br>10 feet                  |                                        |                                       |
| Off-Street Parking                                                                                         | 1 space/unit                                                                 |                                        |                                       |
| Maximum Building Height                                                                                    | 45 feet (Except as provided in section 12-3-62)                              |                                        |                                       |
| Lot Coverage Requirements For All Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units      | Maximum 50%                                                                  |                                        |                                       |
| Lot Coverage Requirements For All Development Other Than Single-Family, Duplex, Townhouse or Zero-Lot-Line | Building Height<br>1—4 stories<br>5—7 stories<br>8—9 stories<br>(See note 4) | Building Coverage<br>30%<br>25%<br>20% |                                       |

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|                                                                                                                                                                                                                                                                                                                                            |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| Residential Units:<br>The maximum combined area occupied by all principal and accessory buildings                                                                                                                                                                                                                                          |  |  |  |
| *The front yard depths in the R-1AA, R-1A and R-1B districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted. |  |  |  |
| **Each single-family attached dwelling unit must be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in chapter 12-7.                                                                                                             |  |  |  |

(Code 1986, § 12-2-4; Ord. No. 6-93, § 2, 3-25-1993; Ord. No. 29-93, § 2, 11-18-1993; Ord. No. 45-96, § 2 (exh. 1), 9-12-1996; Ord. No. 6-02, § 2, 1-24-2002; Ord. No. 11-16, § 1, 5-12-2016; Ord. No. 23-16, § 1, 8-11-2016)

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### **Sec. 12-7-3. Procedure for subdivision approval.**

(a) *Procedure for subdivision requiring a plat.*

(1) *Approval of preliminary plat by the planning board.*

- a. Any person desiring to divide land into three or more lots shall first file with the planning services department an application and a preliminary plat of the subdivision prepared in accordance with the requirements of section 12-7-8 and F.S. § 472.027.
- b. Accompanying the application and preliminary plat shall be a general location sketch map showing the relationship of the proposed subdivision to existing community facilities that serve or influence it. On such sketch map shall show, the main traffic arteries, shopping centers, schools, parks, and playgrounds within one quarter of a mile.
- c. Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.
- d. A master drainage plan at a scale not smaller than one inch equals 200 feet, shall be provided. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements, including, but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for in the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation.
- e. The preliminary plat shall be submitted to the planning services department at least 30 calendar days prior to the meeting at which it is to be considered.
- f. Prior to the examination of the preliminary plat, the planning board shall be furnished with reports from the city engineer, the city traffic engineer, Pensacola Energy, Emerald Coast Utilities Authority, fire department, and the secretary to the planning board to the effect that said plat does or does not conform to the comprehensive plan, the provisions of this chapter, and with sound principles and practices of planning and engineering and with such other items that may affect the health, safety and welfare of the people.
- g. When, after examination, the planning board finds as fact that the aforementioned requirements have been met, the preliminary plat may be approved; however, such approval shall not constitute an approval of the final plat. If the preliminary plat is rejected, the planning board shall provide the applicant in writing a detailed list of reasons for rejection. The applicant shall resubmit revised documents to the planning services department with a review fee to obtain approval according to the process in this chapter.

(2) *Approval of final plat by the planning board and city council.*

- a. The final plat shall conform substantially to the preliminary plat. The applicant shall submit only that portion of the approved preliminary plat that he or she proposes to record and develop. Such portion shall conform to all requirements of this chapter. Such final plat shall be submitted within one year (365 days) of the date of the approval of the preliminary plat. If more than one year has elapsed since the approval of the preliminary plat, the applicant must resubmit to the

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planning services department a new application, new application fee, and revised documentation to begin the process in this chapter.

- b. The final plat and release for construction plans shall be submitted to the planning services department at least 30 calendar days prior to the meeting of the planning board at which it is to be considered. Before granting final approval of the plat, the planning board shall receive reports from the secretary to the planning board, the city engineer, the city traffic engineer, Pensacola Energy, Emerald Coast Utilities Authority and the fire department.
- c. After approval by the planning board, the final plat shall be transmitted to the city council for approval. Approval of the plat shall be granted by the city council upon its finding that all the requirements of this chapter have been met.

(b) *Procedure for division of land requiring a boundary survey.*

- (1) A division of land into no more than two lots fronting on an existing public street, or an access easement not involving any new street or road, or the extension of governmental facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property, and not in conflict with any provision of this Code or the comprehensive plan, may be reviewed and approved by the city engineer and planning services department.

(2) *Submission requirements.*

- a. Any person desiring to divide land into no more than two lots shall first submit a metes and bounds description and a boundary survey (equal to that required by F.S. § 472.027, pertaining to the Standards of Practice for surveys) to the planning services department. The boundary survey shall depict all information required by sections 12-7-8(1) through (11).
- b. If an access easement is required for the subdivision, this document shall be attached to the boundary survey.
- c. Prior to development of residential properties, the owner or owner's agent shall provide a proposed lot grading and erosion control plan. The plan shall be to scale and must demonstrate that the flow of stormwater surface drainage from the development is diverted to a storm sewer conveyance or other approved point of collection that does not create a hazard. The grading plan should clearly exhibit that the proposed development neither creates nor exacerbates flooding on any adjacent properties. Commercial properties shall fall under the subdivision language of the Land Development Code and comply with all stormwater drainage requirements set forth therein.
- d. The planning services department shall notify the applicant of the approval or disapproval of the metes and bounds description or the boundary survey within ten working days from submission.
- e. If the metes and bounds description or the boundary survey is rejected, the planning services department shall provide the applicant, in writing, a detailed list of the reasons for the rejection.
- f. The applicant shall resubmit revised documents to the planning services department with a review fee and begin the process set forth at section 12-7-3(b) of this chapter.

(3) *Final approval.*

- a. After the survey has been approved by city staff one copy of the survey shall be filed with the planning services department. In addition, one copy each of any applicable recorded access easements shall be filed with the planning services department.
- b. No building permit shall be issued until the survey has been approved by city staff and any accompanying documentation has been filed in accordance with section 12-7-3(b)(3)a.

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(Code 1986, § 12-8-3; Ord. No. 35-92, § 2, 10-22-1992; Ord. No. 21-93, § 5, 8-16-1993; Ord. No. 9-96, § 13, 1-25-1996; Ord. No. 12-09, § 2, 4-9-2009; Ord. No. 29-21, § 4, 12-16-2021)



**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 do 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 #:** 24-1039

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

FRATERNAL ORDER OF POLICE (FOP) PROPOSED POLICE OFFICERS' COLLECTIVE BARGAINING AGREEMENT

**RECOMMENDATION:**

That City Council ratify the Proposed Police Officers' Collective Bargaining Agreement between the City of Pensacola and the Fraternal Order of Police.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City has been in negotiations with the Fraternal Order of Police (FOP), since March 26, 2024, for an agreement for the Fiscal Years 2025 - 2027. A tentative agreement was reached on September 5, 2024 and ratified by members of the bargaining unit on October 25, 2024. The final step in the adoption of the agreement is the ratification by City Council.

The negotiated changes include the following:

- Removing the ability to fine a member of the bargaining unit as part of the disciplinary process.
- Removing the requirement that new hires cannot have used tobacco products for a period of 6 months prior to the date of application for employment.
- Including a provision that every member of the bargaining unit is eligible for 1 hour of paid time daily to work out at the Police Department gym during their work time with workload permitting.
- Increasing the clothing allowance for members of the bargaining unit required to wear business attire during duty hours from \$150 to \$300 paid quarterly.
- Increasing the maximum amount of reimbursement for watches/cell phones from \$100 to \$300 and for sunglasses from \$50 to \$100.
- Basic life insurance coverage will increase from \$10,000 to \$25,000. (This change affects all City employees.)

The negotiated changes include increasing the pay range for members of the bargaining unit as follows:

- Starting pay will increase from \$45,011.20 to \$52,520.00.
- The maximum pay for members of the unit will increase from \$70,012.80 to \$80,017.60.

Wage rates for members will change as follows:

- Effective October 28, 2024, all members of the unit will be slotted along the attached pay scale based on total years of service such that members with one year of service will receive the minimum salary of \$52,520 and those members with at least 20 years of service will receive \$80,017.60. All other members will be slotted on the scale as attached based on their completed years of service. This slotting will only be effective in Year 1 of the contract.
- In Years 2 and 3, effective October 1, 2025, and 2026 respectively, salaries will increase 2% each year. Members at the cap of the salary range will not receive any increase either to their base pay or as a lump-sum payment.
- For the term of the contract (2024-2027), after 20 years of continuous service, officers will reach the maximum pay of \$80,017.60.
- Officers who complete at least 5 years of continuous service and have at least 120 hours of law enforcement continuing education courses will receive senior officer pay equal to 5% of base salary. Currently, officers are eligible to receive 5% premium increases for 10, 15, and 20 years of continuous service along with the appropriate hours on continuing education.
- Merit pay will be eliminated from the contract.
- SWAT team operators will receive an additional stipend of \$1,500 annually. Other SWAT personnel will receive an additional stipend of \$500 annually.

Other changes include:

- The Sergeants Promotional exam will consist of 2 components, the assessment portion worth 70% of the rating and the written test worth the remaining 30% of the assessment. A score of 70 or higher is required to pass the written portion of the exam.
- Pool time or Union time will increase from 400 hours to 600 hours.

There will be no changes to the pension or holidays.

#### **PRIOR ACTION:**

The Fraternal Order of Police voted to approve this contract on October 25, 2024.



**FUNDING:**

| Fund                       | Year 1      | Year 2    | Year 3   | Total       |
|----------------------------|-------------|-----------|----------|-------------|
| General                    | \$905,590   | \$158,331 | \$48,544 | \$1,112,465 |
| Airport                    | \$75,370    | \$13,932  | \$7,571  | \$96,874    |
| Community<br>Redevelopment | \$49,713    | \$10,116  | \$3,763  | \$63,592    |
| Total                      | \$1,030,673 | \$182,379 | \$59,878 | \$1,272,931 |

**FINANCIAL IMPACT:**

The total financial impact for the changes to this contract will be an estimated \$1,272,931 of which \$1,112,465 will be in the General Fund. These figures include associated Medicare, Social Security and FICA benefits. There will be an impact to the City's contribution to the Police pension which will be itemized at the next annual actuarial valuation. In the first year the total cost to the General Fund will be \$905,590. These costs will be paid for by realizing savings from over contributions to the pension plan in previous years. The impact to the Airport Fund and CRA Fund will be absorbed within their respective budgets.

Future year costs will be budgeted in the annual budget for that year.

**LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes**

1/30/2024

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
Amy Lovoy, Finance Director  
Eric Randall, Police Chief  
Ted Kirchharr, Human Resources Director

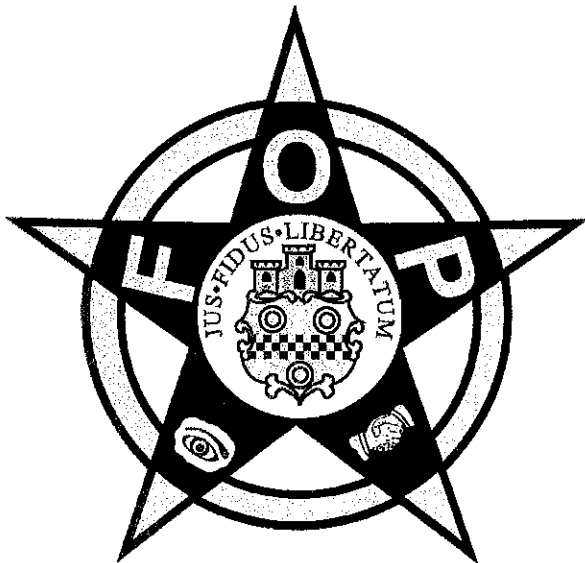
**ATTACHMENTS:**

1. FOP Police Officers' Collective Bargaining Agreement
2. REVISED - FOP Officers Collective Bargaining Agreement 2024-2027

**PRESENTATION: No**

**AGREEMENT BETWEEN**  
**CITY OF PENSACOLA**  
**AND**  
**FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE,**  
**INC.**

**Police Officers**  
**Beginning October 1, 2024**  
**Through and Including**  
**September 30, 2027**



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**ARTICLE 1  
PREAMBLE TO AGREEMENT**

This Agreement is made and entered into between the City of Pensacola, Florida, hereafter referred to as the "Employer," and the Florida State Fraternal Order of Police, Inc., hereafter referred to as the, "F.O.P.," the "Union."

**ARTICLE 2  
PURPOSE AND INTENT**

The purpose of this Agreement is to secure an efficient and professional relationship between the parties hereto, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic and full agreement between the parties concerning rates of pay, hours of work and other terms and conditions of employment. It is mutually understood and declared to be the public policy of the Employer and the F.O.P. to promote harmonious and cooperative relationships between the Employer and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. The Employer and the F.O.P. also agree to promote and abide by the department's Core Values and Mission Statement (Attachment A).

**ARTICLE 3  
RECOGNITION**

- 3.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the F.O.P. as the exclusive bargaining representative for those employees in the defined bargaining unit for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions for employment of the public employees as defined by PERC in the Certification 1390, as amended per PERC order dated September 1, 2009 and 19E-155, UC 2019-004 to include Sworn Crime Scene Analyst I and Sworn Crime Scene Analyst II.
- 3.2 It is further understood and agreed that a Staff Representative of the Florida State Fraternal Order of Police, Inc will be the official spokesman of the F.O.P. in any matter between the F.O.P. and the Employer.

**ARTICLE 4  
DEFINTIONS**

- 4.1 "Day" shall mean a calendar day unless otherwise specified in this Agreement.
- 4.2 References to the male gender are intended to conform to traditional usage, and should be understood to include both males and females.
- 4.3 PERC – Public Employee Relations Commission.
- 4.4 "Tobacco products" includes the use of e-cigarettes (vaping).



- 4.5 Grievance - a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the specific provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the date and the facts pertaining to the alleged violation and the remedy sought.
- 4.6 "Unfounded" – Found event to not have occurred.
- 4.7 "Exonerated" – Found event to have occurred but was legally authorized by Statute or policy.
- 4.8 "Sustained" – Found event to have occurred.
- 4.9 "Not Sustained" – Unable to determine if event occurred.
- 4.10 "Informal discipline" – includes written or verbal reprimands, memoranda or similar action.
- 4.11 "Formal Discipline" – includes demotions, dismissals, suspensions or similar actions.
- 4.12 All bargaining unit members shall include sworn police officers, sworn crime scene analyst I, and sworn crime scene analyst II.

## **ARTICLE 5 RESIDENCE**

- 5.1 All employees covered by this Agreement shall live within Escambia or Santa Rosa County, Florida. Exceptions to this article may be granted by the Mayor or designee, or by the Police Chief.

## **ARTICLE 6 SECURITY AND CHECK-OFF**

- 6.1 Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee's pay the amount owed to the F.O.P. by such employee for dues. There will be twenty-six (26) deductions per year. The Employer will remit such sums to the F.O.P. no later than the tenth (10<sup>th</sup>) day of the month following such deductions. The F.O.P. will certify any changes in the membership dues rate to the Employer in writing over the signature of the authorized officer or officers of the F.O.P. at least thirty (30) days in advance of the effective date of such change. The Employer's remittance will be deemed correct if the F.O.P. does not notify the Employer in writing within two (2) weeks of its receipt.
- 6.2 The F.O.P. agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues which may be due the F.O.P. from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him at the time that dues are to be deducted from which to make such deduction. The F.O.P. shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, or other forms of liability or expense, including reasonable attorney's fees that may be incurred or necessitated by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

- 6.3 The Employer shall not be required to collect F.O.P. dues in arrears. Any change in dues made by the F.O.P. will be made effective after a thirty (30) day written notice by the F.O.P. to the Employer and upon receipt of a new dues deduction authorization signed by the employee specifying the revised amount.
- 6.4 No dues deduction shall be made from the pay of an employee for any payroll period in which the employee's earnings after withholdings for that payroll period are less than the amount of dues to be checked off.

## **ARTICLE 7 NO STRIKE CLAUSE**

- 7.1 The F.O.P. and its officers, representatives and members agree that during the life of this Agreement, they shall have no right to instigate, promote, sponsor, engage in or condone any strike, slow down, concerted stoppage of work, intentional interruption of Employer operations, or similar activities during the terms of this Agreement. The consideration for such provision is the right to a resolution of disputed questions. Management has the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only questions that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provision prohibiting strikes, slowdowns, concerted stoppage of work, intentional interruptions of Employer operations or similar activities was violated by the employee to be discharged or otherwise disciplined

## **ARTICLE 8 WORK RULES**

### **8.1 Notice and Scheduling of In-Service Training**

It shall be the policy of the Police Chief whenever possible to give at least ten (10) working days' notice to employees scheduled for in-service training. It is recognized, however, that last minute changes are often necessitated due to unanticipated sickness, court subpoenas, family situations, etc., and such situations may reduce the notification time in some cases.

### **8.2 Transfers**

It shall be the sole right of the Police Chief to transfer employees between any subsections of the organization. Employees shall be notified at least twenty-one (21) calendar days prior to the transfer, except where the nature of a particular situation requires immediate reassignment. Employees may voluntarily waive the twenty-one (21) day notice by submitting a letter to the Chief of Police.

### **8.3 Administrative Leave without Loss of Pay**

An employee may be placed on administrative leave without loss of pay for any reason deemed necessary by the Police Chief as approved by the Mayor or designee.

#### **8.4 Re-issuance of Conflicting Written Directives**

On or before sixty days (60) days after the ratification date of this Agreement, both parties will make a reasonable effort to review existing policies and procedures in order to identify those that are in conflict with the terms and provisions of this Agreement. Those policies that are identified to be in conflict will be made to conform with terms and provisions of this Agreement.

#### **8.5 Civilian Riders**

- (a) Officers may object to certain civilian riders by written notice to their immediate supervisor. When possible, the request will be honored. This request will not become part of the employee's personnel file.
- (b) Riders will be limited to a four (4) hour duration, which can be waived by the individual officer.
- (c) Officers are only required to have one (1) rider in a thirty (30) day period, which can be waived by the individual officer.
- (d) In the event that a police officer is participating in a PPD funeral procession, the city will make arrangements to transport an officer's immediate family members at the city's expense.

### **ARTICLE 9 MANAGEMENT RIGHTS**

- 9.1 Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the Employer prior to this Agreement are retained by the Employer, and may be exercised without prior notice to or consultation with the Union.
- 9.2 Nothing in this Agreement shall be construed so as to limit or impair the right of the Employer to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement:
  - A. To manage the police department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
  - B. To determine the purpose and functions of the police department in its constituent divisions, bureaus and units.
  - C. To perform those duties and exercise those responsibilities which are assigned to the Employer by federal and state law, or by City ordinance.
  - D. To determine and adopt the policies and procedures, standards, rules and regulations as they are deemed by the Employer to be necessary for the operation and/or improvement of the Pensacola Police department, and to manage and direct management, administrative, supervisory and other personnel. The Employer will act in accordance with the agreement on these matters.
  - E. To alter or vary past practices and otherwise to take such measures as the Employer may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this Agreement.

- F. To set the methods, means of operations and standards of services to be offered by the police department and to contract such operations/services to the extent deemed practical and feasible by the Employer in its sole discretion.
  - G. To determine and re-determine job content, workload and work force size.
  - H. To decide the number, location, design, and maintenance of the police department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary to the Employer.
  - I. To determine the qualifications of all employees of the police department. To select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the police department consistent with the existing provisions of law, Personnel Administration Policy and terms of this agreement.
  - J. To discharge, demote, or suspend any employee of the police department, or to relieve such employees from duty, and to take other disciplinary action against such employees, for just cause.
  - K. To establish, implement and maintain an effective internal security practice.
- 9.3 If, in the discretion of the Mayor or designee or his designee, it is determined that civil emergency conditions exist, including but not limited to: riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, with the exception of pay scales and benefits.
- 9.4 The Union recognizes that the Employer and the police department have certain obligations to comply with federal, state and local laws, ordinances. Such matters shall not be subject to the grievance and arbitration procedures provided in this agreement.
- 9.5 The Employer hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States, as well as the Charter of the City of Pensacola.
- 9.6 Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the Mayor or designee, as provided by law.

## **ARTICLE 10 RESERVED**

## **ARTICLE 11 BILL OF RIGHTS**

- 11.1 Whenever a law enforcement officer is under investigation and subject to interrogation by members of his or her agency for any reason, which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted in accordance with F.S.S 112.531-112.536.
- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

- (b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, or police unit in which the incident allegedly occurred, as designated by the investigating officer of agency.
  - (c) The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one (1) interrogator during any one (1) investigative interrogation, unless specifically waived by the officer under investigation.
  - (d) The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he or she shall be informed of the name of all complainants.
  - (e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
  - (f) The law enforcement officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
  - (g) The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.
  - (h) If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation or interview, he or she shall be completely informed of all his or her rights prior to the commencement of the interrogation.
  - (i) At the request of any law enforcement officer under investigation, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement.
  - (j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.
- 11.2 The law enforcement officer who is a subject of a complaint or allegation shall be notified in writing by the Professional Standards section of the disposition of the complaint or allegation upon the conclusion of the investigation. For active employees, the investigation shall be concluded and the officer shall be notified in writing with the finding of sustained, not sustained, exonerated, or unfounded.



- 11.3 The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.
- 11.4 The parties acknowledge that there is very little established law interpreting the statutory provisions recited in Section 11.1, above. If an arbitrator is called upon to resolve an appeal from a grievance by interpreting a provision of Section 11.1 where there is no judicial or statutory guidance, if the arbitrator determines that the employer's interpretation is a reasonable one, that interpretation shall be applied.
- 11.5 Article 11 shall include F.S. 112. Sec. 532-534 as amended from time to time by the Florida Legislature.

## **ARTICLE 12 DISCIPLINE & DISCHARGE**

- 12.1 Probationary Police Officers, entry-level probationary police officers (as opposed to police sergeants on promotional probation), probationary Sworn Crime Scene Analysts I and probationary Sworn Crime Scene Analysts II, that are dismissed from employment shall have no right to a Board hearing, or to appeal pursuant to this Agreement.
- 12.2 All discipline taken against any bargaining unit employee shall be for just cause. The procedure for dismissals, demotions, and suspensions shall be as outlined in the City of Pensacola Rules and Regulations, Personnel Administration Policy, and Pensacola Police Department Personnel Rules and Regulations, Pensacola Police Department General Orders as they exist at the time of the action is taken.
- 12.3 Non-probationary bargaining unit members shall have the rights provided by Florida Statutes.
- 12.4 Non-probationary bargaining unit members will follow the Grievance Procedure set forth in their Collective Bargaining Agreement. Questions concerning contract interpretation and discipline will be submitted to arbitration.
- 12.5 No suspension with loss of pay shall be implemented until any requested arbitration hearing has been held and an opinion rendered.

## **ARTICLE 13 EMERGENCY SUSPENSION**

- 13.1 Any person holding the rank of sergeant or above shall have the authority to impose emergency suspension with pay until the next business day against a member when it appears that such action is in the best interest of the department.

## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

#### **14.1 General**

The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the Employer and employee or group of employees involving the interpretation or application of this Agreement. An employee covered by this Agreement shall have the right to be represented by the F.O.P., or may waive such right, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement.

#### **14.2 Definition**

A grievance is defined as a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the specific provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the date and the facts pertaining to the alleged violation and the remedy sought.

- 14.3 Any grievance not processed within the time limits provided in this Article shall be considered abandoned. Provided, however, the time limits set forth in this Article may be extended by joint agreement of the Employer and the F.O.P. (or the employee if appropriate) that is confirmed in writing. The parties may mutually agree in writing to waive any time limits or provisions of the grievance procedure.
- 14.4 In computing any period of time prescribed or allowed by this Article, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or holiday recognized by this Agreement, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday recognized by this Agreement.
- 14.5 Any grievance that is filed by or on behalf of a bargaining unit member shall be filed on the approved Grievance Form which is attached at "Attachment B"
- 14.6 Step 1. Within ten (10) days of the occurrence or within ten (10) days after the employee could reasonably have known of the occurrence (whichever is later), the aggrieved employee shall reduce his/her grievance to writing, sign it, and present it to their Lieutenant/Shift Commander. This Lieutenant/Shift Commander shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The immediate supervisor shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 1 meeting.
- 14.7 Step 2. If the grievance is not settled at the first step, the grievant may present the grievance through his/her chain of command to the Captain/Division Commander. The grievance must be presented within five (5) days of receipt of the Step 1 response or, if a timely Step 1 response is not received, within five (5) days from the day the Step 1 response was due. The Captain/Division Commander shall obtain the facts concerning the grievance and shall

within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The Captain/Division Commander shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 2 meeting.

- 14.8 Step 3. If the grievance is not settled at the second step, the grievant may present the grievance to the Police Chief. The grievance must be presented to the Police Chief within five (5) days of receipt of the Step 2 response or, if a timely Step 2 response is not received, within five (5) days from the day the Step 2 response was due. The Police Chief shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The Police Chief shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 3 meeting.

14.9 Arbitration

- A. If the grievance is not settled in accordance with this Article, the F.O.P. (on behalf of the grievant) may request arbitration, by providing a written request to the City of Pensacola Human Resources Director his/her designee not later than thirty (30) days after receipt of the Step 3 response or, if a timely Step 3 response is not received, within thirty (30) days from the day the Step 3 response was due. The request shall set forth the specific provision(s) of the Agreement claimed to have been violated. If the request to arbitrate is not received by City of Pensacola Human Resources Director or his/her designee within the thirty (30) day limit, the Employer's Step 3 response shall be final and binding upon the grievant and the F.O.P.
- B The parties to this Agreement will request that an impartial neutral panel of seven (7) arbitrators that reside in the State of Florida from the Federal Mediation and Conciliation Service be assigned to hear the matter. The parties may mutually agree to select an arbitrator without utilizing FMCS. However, if they can't mutually agree on an arbitrator within a reasonable amount of time then the parties will utilize FMCS. This Grievance procedure and the arbitration shall be exclusive to the FOP. Therefore, subject to Sections 447.301 and 447.401, Florida Statutes or other applicable laws, no bargaining unit member may file a grievance or request arbitration without the written authorization from the Union. The arbitration shall be conducted under the rules set forth in this Agreement. Subject to provisions contained herein, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article, and to enforce compliance with the terms and conditions of the Agreement.
- (1) Arbitrability: Issues of arbitrability shall be bifurcated from the substantive issues(s) and, whenever possible, determined by means of a hearing conducted by conference call. The parties may jointly select an arbitrator or utilize FMCS to obtain an arbitrator for this conference call hearing. However, if the parties can't mutually agree on an arbitrator then either party may request a panel list of seven (7) arbitrator names from FMCS. The strikeout method shall be utilized with the person requesting said panel to strike first. The arbitrator shall have ten (10) days from the hearing to issue a decision on arbitrability. The parties agree

that the non-prevailing party at the arbitrability hearing shall be solely liable for the arbitrator's fees not to exceed \$1,000.00 and if said arbitrator's fee exceeds \$1,000.00 then that excess amount shall be equally split between the parties and attorney's fees of the prevailing party up to \$500.00. If the issue(s) is/are judged to be arbitrable, a different arbitrator may then be selected using the above method to hear the substantive issue(s) in accordance with the provisions of this agreement. All other provisions of this agreement shall remain in full force in effect.

- C. Once an arbitrator has been notified of his/her selection, the date for the arbitration hearing will be set as soon as practicable.
- D. All testimony given at the arbitration hearing shall be under oath.
- E. Post-hearing briefs may be filed at the request of either party or the arbitrator.
- F. The arbitrator shall render his/her decision within thirty (30) days of receipt of post-hearing briefs or of the close of the hearing, whichever is later.
- G. The arbitrator shall have jurisdiction and authority to decide the grievance, as defined in this Article. However, the arbitrator shall have no authority to change, modify, amend, ignore, add to, subtract from, or otherwise alter or supplement the Agreement or any part thereof or any amendment thereto.
- H. The arbitrator shall consider only the specific issue(s) submitted to him/her in writing by the parties, and shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or which is not specifically covered by this Agreement.
- I. Any event that occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.
- J. The arbitrator's decision shall be exclusively based upon specific findings of fact and conclusions which shall be the predicate for any decision. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted at the hearing.
- K. The arbitrator may not issue declaratory or advisory opinions. The arbitrator shall be confined exclusively to the issue(s) presented to him/her, which issue(s) must be actual and existing.
- L. The decision of the arbitrator shall be final and binding on all parties, subject to those challenges permitted by law. However, the authority and responsibility of the Employer as provided by Chapter 447, Florida Statutes, and the Charter of the City of Pensacola shall not be usurped in any manner unless specifically amended or modified by this Agreement.

- M. Each party shall bear the cost of its own witnesses and representatives. The parties shall bear equally the cost of the arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear the cost of it.
- N. It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons whom it represents.

## **ARTICLE 15 FILES**

- 15.1 All files maintained by the City of Pensacola concerning any law enforcement personnel covered by this collective bargaining agreement will, upon written request to the Chief of Police, be purged in accordance with state law.

Files and other materials purged pursuant to this section may not be used as evidence by either party in any disciplinary proceeding.

Upon the completion of any internal investigation, the officer on whom the complaint was made shall be notified. Should the internal file be requested by any public party, every reasonable effort will be made to notify the involved officer(s). If, however, said officer(s) cannot be notified within twenty-four (24) hours, the requested information will be provided within the limits of governing statutes, court orders, etc. In such cases, officers will be notified that information from their files was released.

- 15.2 The Employer will comply with applicable court orders and Florida Statutes, regarding the release of home address, telephone number, social security number, or photograph of active enforcement personnel.

It shall be the right of any bargaining unit member, at reasonable times, to inspect and make a copy of his or her personnel records or internal file. The Human Resources Director and Department personnel shall keep personnel matters confidential within the terms of this Article and applicable statutes.

## **ARTICLE 16 TOBACCO USAGE**

- 16.1 The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.
- 16.2 After September 9, 2003, the City will hire as Police Officers, Sworn Crime Scene Analysts I, and Sworn Crime Scene Analysts II, only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment.



- 16.3 All bargaining unit employees who were hired before September 9, 2003, shall not smoke or use tobacco products on duty while in direct contact with the public, when in uniform in public view, in city vehicles, or in any area designated as a "tobacco free" area.
- 16.4 Employees covered by this agreement are discouraged from tobacco usage and the City agrees to make reasonably available courses to help stop the use of tobacco for those employees wishing to quit.

## **ARTICLE 17 SAFETY AND HEALTH**

- 17.1 The Employer agrees that it will conform to and comply with laws as to safety, health, sanitation and working conditions properly required by Federal, State and local law. The Employer and the F.O.P. will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.
- 17.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the Employer in accordance with established safety practices. Such practices may be improved from time to time by the Employer and the F.O.P. Such protective devices, apparel, and equipment, when provided by the Employer, shall be encouraged to be used.
- 17.3 Employees involved in specialized activities within the department requiring the use of specialized equipment (i.e. self-contained breathing apparatus) may be required to undergo an applicable periodic physical examination to determine fitness to wear the required equipment.

## **ARTICLE 18 FITNESS FOR DUTY**

- 18.1 All members of the department shall maintain good physical condition so they can handle the strenuous physical contacts often required of a law enforcement officer.
- 18.2 All members of the department are eligible for 1 hour of paid time, not including their break to work out at the Police Department Gym during their shift workload permitting

## **ARTICLE 19 COMPREHENSIVE DRUG AND ALCOHOL ABUSE POLICY AND PROCEDURES**

The City and the FOP agree to follow the provisions of the Florida Drug Free Workplace Act, Florida Statutes 112.0455, except as modified by Appendix C to this Agreement.

**ARTICLE 20  
EMPLOYEE BENEFITS**

**20.1 Death Benefits**

Any alleged violation(s) of this article are not subject to the grievance/arbitration procedure but through competent court of jurisdiction.

**20.2 Training and Education**

**A. Training and Travel Policy**

All requests for training/travel should be submitted on the Request/Report of Training and Travel Funds Form (PF-210PC) ("Training and Travel Form").

Requests for training and travel must be **pre-approved** by the Department Director or designee on the Training and Travel Form. Training and travel requests for Department Directors must be **pre-approved** by the City Administrator or designee on the Training and Travel Form. In addition, employees, who are not regular, full-time employees of the City, must obtain Training and Travel pre-approval from the Human Resources Director or designee. Reimbursement by the City may be denied absent advanced approval.

The Training and Travel Form must include all expenses and list all RPs billed or paid separately and have all required signatures. If funds are being requested in advance, the Training and Travel Form should be submitted to the Financial Services Department for check processing at least fifteen (15) days prior to travel.

**Reconciliation of the Training and Travel Form is due within ten (10) working days after return.** The reconciled Training and Travel Form must be signed by the employee and submitted to the Department Director for approval and signature. The reconciled Training and Travel form for Department Directors must be approved and signed by the City Administrator or designee. The City's Finance Director will review and determine if the reconciliation should be approved for reimbursement. The final determination of the amount paid for training and travel shall be made by the Finance Director or designee.

Expenses are calculated as follows:

|              |                                                                                                                                                       |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hotel/Motel: | Single, at cost (double at single rate is acceptable).<br>Receipt required. City does not pay Florida State Sales<br>Tax on lodging within the state. |
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| M&IE: | General Services Administration (GSA) per diem rates for the travel destination city shall be used. GSA per diem rates are for meals and incidental expenses (M&IE) when total travel and training time exceeds 12 hours. No M&IE per diem is allowable for total travel and training time that is 12 hours or less. M&IE per diem rates for travel destination cities are available on the GSA website at <a href="http://www.gsa.gov/perdiem">www.gsa.gov/perdiem</a> . The Breakdown of M&IE per |
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diem rates for the first and last day of travel shall be utilized. Incidental expenses incorporated in the M&IE per diem include but are not limited to all tips given to parking attendants, porters, baggage carriers and hotel staff.

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|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Transportation:       | <i>Airfare:</i> reimbursed at cost for coach fare only; receipt required.<br><i>City vehicle:</i> reimbursement for fuel at cost for travel within the State of Florida only; receipts required.<br><i>Private vehicle:</i> reimbursement at mileage rate set by City, not to exceed cost of airfare and ground transportation. Form PF210PC reflects mileage rate.<br><i>Cabs, buses, taxis, parking;</i> reimbursed at cost; receipt required. |
| Tuition/Registration: | Reimbursed at cost; receipt required.                                                                                                                                                                                                                                                                                                                                                                                                            |

Baggage: When an airline charges a fee for baggage, reimbursement will be made at cost for one bag only; if the first bag is free, no reimbursement will be made. If your personal bag exceeds the restrictions and you are charged extra, the City will not reimburse.

Fly vs Drive: If flying is less expensive than driving and the employee chooses to drive, the mileage reimbursement may be limited to the airfare and ground transportation calculation. As a tip - when comparing flying to driving, the flight cost should be based on departure in and out of the Pensacola International Airport given your flight parameters with at least two weeks' advanced ticketing.

An accounting of monies is required within 10 working days after return. Itemized receipts must accompany report of funds spent. In the event that the 10 working day settlement cannot be met, the employee will be precluded from receiving advances and/or reimbursements for subsequent travel until settlement of the previous trip.

The final determination of the amount paid for training and travel shall be made by the Finance Director or designee.

## **B. Educational Reimbursement Plan**

The educational reimbursement program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola. Individual courses that are part of a degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position. The City of Pensacola may reimburse employees for the costs of obtaining undergraduate or graduate degrees in a position with the City of Pensacola. Employees should contact Human Resources for more information about educational reimbursement.

Employees requesting educational reimbursement must prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the Director for approval prior to class registration. The Director will determine if funds

have been budgeted and are currently available in the Department's budget. The City will budget \$30,000 toward the educational reimbursement annual total for members of the all three FOP collective bargaining units (Officer, Sgt, and Lt). If 75% of the funds are allocated during a fiscal year, the Pensacola Police Department Budget and Planning Specialist will notify the FOP Lodge 71 President. Each course must be part of a curriculum related to an employee's present position with the City of a reasonable promotional objective as determined by the Human Resources Director. Once this determination has been made, then the approved request form (PF 202) will be submitted by the Director to the Human Resources Department, before course registration commences.

In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the department director to be forwarded to the Human Resources Director for final review and payment.

When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of "C" or better. If a collective bargaining unit member receives payment from another source, the City will only reimburse the amount of tuition not otherwise covered.

The City encourages all employees to utilize courses offered by the University of West Florida or Pensacola State College. Approved reimbursement will be made at the prevailing hourly course rate for "in state" students, utilized at the University of West Florida or at Pensacola State College, respectively.

Employees who otherwise meet the educational reimbursement criteria set forth above but who elect to attend a college or university other than the University of West Florida or Pensacola State College may receive reimbursement in an amount not to exceed the higher rate of the University of West Florida or Pensacola State College. The City will not be responsible for payment to that institution, if the rate exceeds the prevailing "in state" rate of the University of West Florida or Pensacola State College.

Employees seeking to receive educational reimbursement from the City of Pensacola shall accept a contractual employment condition obligating the employee to remain in the employment of the City of Pensacola for a period of six months for each fifteen (15) hours of paid reimbursement. This obligation shall be cumulative in nature. Employees who voluntarily sever employment with the City of Pensacola prior to fulfilling the employment obligations set forth above shall reimburse the City of Pensacola for any remaining balance of educational reimbursement, and employees will be obligated to consent to pay such balance from any funds in the possession of or managed by the City of Pensacola before any remaining balances are paid to the terminating employee.

Employees receiving tuition payment for vocational credits such as enrollment in the fire or police academy are subject to a repayment agreement to be executed by the employee prior to entering into the vocational education program. In the event that such an employee should voluntarily terminate his or her employment with the City within two (2) years of receipt of the amount paid by the City to attend the fire or police academy, the employee shall be contractually responsible for repayment to the City of the cost incurred to attend such school. Employees will be required to consent in advance to allow the City to recoup such funds from any funds in the possession of or managed by the City of Pensacola prior to the employee receiving the balance of such funds after reimbursement has been made.

(1) **Required Courses**

The City will reimburse 100% of the tuition, books, and fees for any employee attaining a "C" grade or better in a course that is required by the City. Upon completion of the course, all books or course material will become property of the City.

(2) **Voluntary Job-Related Courses**

The City will reimburse 100% of the tuition only for any employee who voluntary takes a course which is directly related to their job, and who attains a "C" grade or better in the approved course. Department Directors will be the signing authority on determining if a course is job related, along with review by the Human Resources Director for reimbursement purposes.

(3) **Non-Job Related Courses**

The City will reimburse 50% of tuition only for any employee who voluntary takes a course and who attains a "C" grade or better even though that course is not job related.

(4) **High School Diploma**

Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition, book, or fee expenses they may incur.

(5) **Tax Status**

All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service. Employees may have to report any amounts received under the Education Reimbursement Plan as taxable income.

20.3 **Reimbursement for Use of Personal Vehicle**

Where an employee is required to use his personal automobile in the performance of his duty, said employee will be reimbursed as prescribed by Section 20.2.

20.4 **Comprehensive Medical Coverage**

The insurance programs will be optional to all eligible employees. For those employees electing to participate in the program, the City will make contributions towards the cost of such insurance, in the same amounts as it makes for all other non-managerial City employees. Those employees who elect to participate in the City's group insurance programs will pay a share of the total premium through deductions from payroll, for the cost not paid by the City.

20.5 **The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees**



under this Article.

## **ARTICLE 21 TRAINING ATTENDANCE**

### **21.1 Policy**

It is the policy of the Pensacola Police Department that its employees be properly trained. Training should be a continuous process throughout the career of individual employees, and should develop specialized skills and knowledge within the framework of a police generalist. Training attendance shall be within the framework of department procedures.

### **21.2 Procedure**

#### **A. Mandatory Training**

1. This is training an officer/employee is directed by the department to attend.
2. It is the responsibility of an immediate supervisor to:
  - a. Reschedule days off so as not to conflict with attendance whenever possible
  - b. When rescheduling is not possible, compensatory time shall be given and forwarded through proper channels.
3. All employees who attend mandatory training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee shall reimburse the department for all tuition expenses incurred by the department on their behalf.

#### **B. Out-of-Town Specialized Training**

1. An officer/employee may submit their name for consideration to attend a particular specialized "out-of-town training," which is not designated for salary incentive.
2. If the training is approved, it is the responsibility of the officer/employee's immediate supervisor to:
  - a. Carry the attending employee on the payroll as "Special" and name the type of training.
  - b. Carry the attending employee on the payroll as "Day off" when their regular off days fall during the time of absence.
  - c. Whenever possible, reschedule off-duty days to compensate for applicable travel time.

3. It is the responsibility of an attending employee to:
  - a. Furnish a training course application that has been sent through the chain of command and a copy of the training announcement to Training at least 30 days prior to the requested training.
  - b. Furnish Training with required receipts (hotel, gas, tuition, airfare, etc.), within five days of completing the requested training.
4. Reimbursements for training and travel are based on the policy guidelines set forth in the City of Pensacola Human Resources Policy Manual, Section 3-14.
5. All employees who attend specialized training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee shall reimburse the department for all tuition expenses incurred by the department on their behalf.

**C. Voluntary Training**

1. Voluntary training is any training an officer/employee may attend at any training institution on their off-duty time.
2. No compensatory time or overtime will be authorized while the officer/employee attends voluntary training.
3. Employees who wish to attend approved job-related training on their own time will clear enrollment and paperwork through the department's Training section.
4. Employees who wish to further their education to the highest level possible may do so while off-duty and receive reimbursement under the City of Pensacola's Education Plan.
5. All employees who attend voluntary training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee, shall reimburse the department for all tuition expenses incurred by the department on their behalf.

- D. If the interpretation of the above provisions are perceived to have been arbitrarily applied, the employee may file a grievance not subject to arbitration.

**ARTICLE 22  
UNIFORMS & EQUIPMENT**

- 22.1 The **Employer** shall furnish uniform(s) to all sworn personnel who are required to wear

such uniform(s) in the performance of their duties as set forth in the Rules and Regulations of the Pensacola Police Department. Uniforms shall include all necessary equipment for the officer's performance of duty as a police officer including weapons, leather goods, foul weather gear, boots, cold weather gear and safety equipment, except socks and under garments.

- 22.2 (a) The **Employer** will pay for the repair or replacement of property covered by this Agreement that is damaged while on duty, subject to the limitations provided in Sections 22.2 (b) through (e).
- (b) Any **Employer**-issued uniforms or equipment and any employee-owned personal property (as defined in Section 22.2 (c)), damaged, destroyed, lost, or stolen while an officer is acting in performance of his/her official duties shall be replaced or repaired (whichever costs less) by the **Employer** at no cost to the employee, provided that the damage, destruction or loss was not the result of the employee's negligence, or carelessness. Claims must be supported by reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Chief.
- (c) Employee-owned personal property is defined as that personal property necessary for the performance of official duties, prescription eyeglasses, contact lenses, watches, false teeth, or partial plates. It shall not include telephones, pagers, or electronic devices of any kind. Jewelry is not considered related equipment.
- (d) If the loss is covered by any insurance policy owned by the victim employee, then the City will be reimbursed for any replaced items in the amount allowed and paid by the insurance company.
- (e) In no event will the **Employer** pay more than three hundred dollars (\$300) for a watch or a cell phone, one hundred (\$100) for any pair of sunglasses, and three hundred dollars (\$300) to repair or replace all other property listed in Section 22.2 (c).
- 22.3 Any non-uniform clothing damaged or destroyed while an employee is acting in the performance of their official duties shall be repaired or replaced (whichever is the lesser cost of the two) by the **Employer**. Such claim for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Police Chief.
- 22.4 Employees who are required to wear business attire (e.g. dress coats or dress shirts and ties for men and civilian attire for women) during duty hours shall be entitled to a clothing allowance of three hundred dollars (\$300) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.
- 22.5 Employees in the Vice & Narcotics, and Tactical Unit who are required by the **Employer** to wear non-uniform type of clothing during duty hours shall be entitled to a clothing allowance three hundred dollars (\$300) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.

**ARTICLE 23**  
**MISCELLANEOUS PROVISIONS**

- 23.1 In any legal action, wherein an employee covered by this Agreement is sued as an individual, for damages, which arises from their official duties, the **Employer** hereby agrees that it will provide legal counsel for said employee in accordance with Section 111.07, Florida Statutes. The employee shall have the right to retain an attorney of his choice at the employee's expense to defend the employee in any individual claim.

**ARTICLE 24**  
**SECONDARY EMPLOYMENT**

- 24.1 Off-duty employment of a security nature conducted according to the procedures set forth below is authorized by the Pensacola Police Department because it confers a substantial benefit upon citizens by allowing an expanded law enforcement presence at minimal expense to the City.

However, officers engaged in off-duty security employment should remain constantly aware that they are law enforcement officers utilizing equipment provided by the City of Pensacola while engaging in such activities, and they are perceived by the public as on-duty officers. Therefore, all officers are directed to conduct their behavior while working off-duty in exactly the same manner and following all applicable policies and procedures as though they were working on their scheduled tour of duty. The compensation is provided by an entity other than the City of Pensacola does not diminish an officer's responsibilities and can never be allowed to present a conflict of interest between the entity providing compensation and the paramount responsibility as a police officer.

Under no circumstance will any officer working off-duty disregard any law enforcement responsibility or violate any policy or procedure of the Pensacola Police Department at the request or at the direction of an off-duty employee. Independent judgment as a law enforcement officer must prevail in every situation.

A police officer is authorized by Florida Law (F.S.S. 790.052) during off-duty hours – at discretion of their superior officer – to perform law enforcement functions normally performed during work hours. Pensacola Police officers are authorized by the Police Chief to carry firearms off-duty and to perform law enforcement functions for off-duty employment normally performed during duty hours.

Members engaging in permanent business or employment shall submit a request for permission to do so to the Police Chief.

**24.2 Procedure**

**I. Police Related Employment**

**a. Temporary (city property)**

- i. Shall be coordinated through the designee of the Police Chief.
- ii. Responsibilities of the designee of the Police Chief are to:
  - 1. Provide names of volunteers for each event based upon the order of request to participate.
  - 2. Provide for wages and working conditions consistent with the law enforcement function.
  - 3. Provide for notification of the Communication Center when officers report for their tour of duty.

**b. Temporary (non-city property)**

- i. May be coordinated by the individual member involved.
- ii. Responsibilities of the coordinator are to:
- iii.
  - 1. Provide for wages and working conditions consistent with the law enforcement function.
  - 2. Notify the Communications Center with reporting for duty as to the location, length of tour of duty and number of the vehicle being used.

**c. Permanent**

- i. This employment spans more than three calendar days within a six (6) month period
- ii. It may be coordinated by the individual member involved.
- iii. Responsibilities of the coordinator are to:
  - 1. Provide for wages and working conditions consistent with the law enforcement function.
  - 2. Complete necessary forms and forward to the Police Chief for review and forwarding to the City of Pensacola's Personnel Administration Board prior to the initial date of employment.
  - 3. Notify the Communications Center with reporting for duty as to the location, length of tour of duty and number of the vehicle being used.

**II. Non-Police Related Employment**

- a. This shall confirm to Standards of Conduct expected for a law enforcement officer and may be temporary or permanent.
  - 1. Temporary work spans three days or less within a six (6) month period.
  - 2. Shall be coordinated by the individual member involved.
  - 3. Not required to notify the Communication Center.
- b. Permanent work spans more than three calendar days within a six (6) month period.
  - 1. Shall be coordinated by the individual member involved.
  - 2. Individual member shall complete necessary forms and forward to the Police Chief for review and forwarding to the City of Pensacola Personnel Administration Board prior to initial date of employment.

**III. Administration**

**a. Coordination of effort**

- i. All requests for police related off-duty employment, where two or more officers will be involved, shall have prior approval from the designee of the



Police Chief.

- ii. The coordinator of such events shall review the request with the designee of the Chief of Police prior to the outside employer.

**b. Forms**

- i. The City of Pensacola Outside Employment Form – PF-405 shall be submitted prior to the date of employment through the proper chain of command to the designee of the Chief of Police.
- ii. The City of Pensacola Termination of Outside Employment Form – PF-406 shall be submitted within two weeks of final termination of employment through the proper chain of command to the designee of the Police Chief.

**c. Communications Center**

- i. The Communications Center shall immediately notify the shift commander of personnel working off-duty in a police related position. This information shall include:
  - 1. Radio number.
  - 2. Permanent ID number
  - 3. Location of employment
  - 4. Hours of employment
  - 5. Vehicle number
- ii. The Communication Center shall keep a permanent record of all off-duty information provided to them and shall print a list of such information every night at midnight to be forwarded to the designee of the Police Chief.

**d. Supervisor notification**

- i. An on-duty patrol shift supervisor shall be notified immediately of any incident requiring official police action.
- ii. Any police action required of an officer working in an off-duty position shall change the status of the position to that of an on-duty position.
- iii. Any officer involved in circumstances that change the status of a position to on-duty shall complete proper forms for overtime compensation.

**e. Length of tour of off-duty employment**

- i. No officer shall accept off-duty employment for a period of time that would reduce their alertness and/or effectiveness as a law enforcement officer to a point where they present a danger to themselves or others.
- ii. It shall be the responsibility of the immediate supervisor (i.e., sergeant for police officers, lieutenant for sergeants) to determine if their subordinates are fit for duty.
- iii. When this issue is raised, the officer making the determination shall take into consideration the total on-duty and off-duty hours that have been worked within the last sixteen (16) hours.
- iv. The shift command supervisor shall be vested with authority to immediately terminate any duty the officer may be assigned at the time such determination is made.
- v. If the violation occurs while an officer is working off-duty, the shift command supervisor shall attempt to make arrangements for a replacement officer to finish the tour of duty in question.
- vi. The shift command supervisor shall file a Report to the Chief through the

chain of command for review and final determination of what disciplinary actions may be taken toward the officer.

**f. Inappropriate requests**

- i. Any officer receiving an attempted request for action by an off-duty employer which the officers feels is inappropriate, (i.e., off-duty employer asks the officer to do something that should not be done as a police officer) shall submit a letter to the Police Chief.
- ii. That letter shall detail the circumstances, location and name of the off-duty employer.

**ARTICLE 25  
LIFE INSURANCE**

- 25.1 The Employer will provide a basic life insurance of \$25,000 for employees covered by this agreement.

Additional life insurance is optional for employees covered by this agreement and their dependents.

- 25.2 The City reserves the right to reduce or increase the benefits payable under coverages, to alter or cease any coverages, to raise or lower any "out-of-pocket" amounts and to raise or lower any deductibles and otherwise determine the coverage to be made available and the premium costs of the same, provided that such benefits, coverages, amounts and deductibles remain the same as those made available to all other non-managerial City employees.
- 25.3 The Union will be notified of any change in the insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article.

**ARTICLE 26  
INJURY-IN-LINE-OF-DUTY/DISABILITY BENEFITS**

- 26.1 **Compensation for Job – Incurred Injury or Illness**

**A. General**

The State of Florida has a Worker's Compensation statute to which the City of Pensacola adheres. The purpose of this coverage is to provide some degree of payment to those employees who become temporarily or permanently disabled due to illness or injury incurred on the job. The following rules will serve to delegate responsibility for proper handling of all such cases, claims, and relevant forms.

In compliance with the Federal Americans with Disabilities Act, the Family Medical Leave Act, and other applicable federal and state laws, each employee injured in a job-related accident will be assured of their job when released to return to duty. If the employee is unable to return to their normal job, every reasonable effort will be made to ensure that the employee will be placed in another position within the City

structure commensurate with their physical limitations.

Upon injury or illness and filing of the First Notice of Injury or Illness report where lost time from work or medical expenses are incurred, a letter will be sent to the injured employee notifying the employee that in the event they are unable to resume their usual duties due to physical limitations from the injury or illness, every reasonable effort will be made to ensure that they will be placed in another position within the City structure commensurate with their physical limitations.

**B. Report of Injury and Examination**

Each incident involving bodily injury sustained on the job by a City employee shall be reported to the employee's supervisor during the course of the shift in which the accident occurred. The employee shall be referred to the City Clinic where a preliminary examination will be made and the Injury or Illness Report is initiated. A copy of this report shall be returned immediately to the employee's supervisor and the Human Resources Department. In cases of severe injury or extreme emergencies the injured employee should be taken to the nearest hospital emergency room and the supervisor should notify the City Clinic.

If in the opinion of the nurse or physician the injury requires more advanced or specialized treatment, the employee will be referred to the physician chosen by the City. The attending physician upon examination shall then determine, in conjunction with the City Physician:

- (1) the need for further examination or treatment,
- (2) the extent to which the employee may work,
- (3) the need for loss of time from work for treatment, rest, hospital care, or a combination of these.

The City Clinic shall keep the employee's supervisor informed as to the condition of the employee and estimated length of time that the employee will be off duty. Where loss of time from work is indicated, the City Clinic, with assistance from the Human Resources Department, shall arrange for continuation of proper medical care and supervision. The City Clinic must approve all time off from work.

When transitional duties or accommodations are indicated or appropriate, these shall be arranged by the City Clinic, the supervisor, and/or Department Director with approval of the Human Resources Director. If the employee is unable to return to their normal duty due to physical limitations set forth by their physician, in accordance with the Americans with Disabilities Act, every reasonable effort will be made to ensure that the employee will be placed in another position with the City structure that accommodates their physical restrictions.

In all cases, the City Clinic shall arrange for the initiation of proper State Compensation forms as required (these are mandatory in all cases regardless of loss time or incurrence of medical expense).

**C. Temporary Total or Temporary Partial Disability**

All time off work due to a job-related injury/illness must be approved by the City Physician/City Nurse.

If loss time is incurred, continuation of salary under Florida Statute requires that a compensable injury or illness be paid for at the rate of 66 2/3 % of the employee's average earnings to a maximum as established by the State. However, the City will compensate in the following manner for each temporary total or temporary partial disability caused by an initial on the job injury. In determining the period of time listed below, all absences shall be cumulative calendar days.

- (1) The injured employee may be paid 100% salary for no longer than ninety (90) day, without using accumulated leave.
- (2) During the above ninety (90) day period of 100% compensation, the employee will receive all workers' compensation monies and those amounts will be deducted from the employee's normal salary.
- (3) After the ninety (90) day period, an employee may at their option use up to thirty (30) days accumulated PTO leave. The employee will then keep their Worker's Compensation checks without further payroll deductions. To qualify for compensation from the City funds, the employee must present sufficient evidence of their disability and the City Physician shall determine the eligibility of such claims. At the end of the ninety (90) day loss time period for an "on-the-job" injury, when no other leave is available, the employee must return to full active duty or be placed in another position within the City structure that is commensurate with their physical restrictions. This is to be determined by the City Physician, in conjunction with the Human Resources Director.
- (4) At the end of the ninety (90) day period, plus the expiration of accumulated PTO leave, used at the employee's option, an employee must have returned to work in his/her normal duty or other duty within the City structure commensurate with their physical restrictions. It is the intent of this section that no employee shall remain off work and be on the regular payroll for any more than ninety (90) days, plus a maximum of thirty (30) days of accumulated PTO leave due to an on-the-job injury.

**D. Recurring Injuries**

For recurring complications relevant to a particular previous lost-time injury following a return to active duty, the City of Pensacola will begin compensation as of the first day of the recurrence provided the employee has reported such on the first day of the recurrence to the City Clinic, and the City Physician or City Clinic has given authorization for leave.

## **26.2. Disability Benefits**

Any alleged violation(s) of this article are not subject to the grievance/arbitration procedure but through competent court of jurisdiction.

## **26.3 Return to duty examinations**

If the city requires an employee to be examined by a doctor chosen by the city, the city will agree to reimburse the employee the total cost of the examination if the employee is not covered by health insurance. If the employee is covered by health insurance the city will agree to reimburse the employee the employee's co-pay.

# **ARTICLE 27 PERSONAL TIME OFF (PTO) LEAVE**

## **27.1 Leaves of absence.**

### **(1) Purpose.**

Personal time off (PTO) is established for the purpose of providing employees leave for a variety of reasons such as vacation, personal business, illness, medical or dental appointments, and family. It replaces leave formerly known as sick and annual leave.

### **(2) Employee responsibility.**

Employees are required to arrange and obtain prior/advance approval of personal time off leave. In the case of illness, supervisors can consider same day request.

- a. In any case of absence on account of illness, an employee may be required by his department to file a doctor's certificate with the city clinic, and all absences due to illness or injury of more than three (3) days' duration shall require the employee to provide a doctor's certificate to the city clinic stating:
  1. The nature of illness or injury;
  2. That the employee was incapacitated for work for the duration of his absence;
  3. The employee is physically able to return to work and perform his duties;
  4. That the employee has no contagious disease, which would jeopardize the health of other employees.
- b. If an employee is habitually or chronically absent, a supervisor may require medical evidence to be provided to the city clinic concerning any illness or injury beginning with the first day of absence.
- c. If an employee is absent and an excuse is felt necessary, an activity head or department director may request the city nurse to verify the reason for absence.



(3) Record keeping.

No employee will be granted personal time off leave unless the time requested has already accrued prior to the leave period. Personal time off leave request shall be for a period of not less than one (1) hour and shall be in increments of not less than one (1) hour.

(4) Accrual of time.

Employees covered by this agreement will be credited twenty-four (24) hours personal time off for each month of service. Hours of PTO leave will be available for immediate use as soon as accrual has been posted. Upon leaving the service of the city, if the employee has less than ten years of service, the PTO payout will be calculated at twenty-five percent (25%) of the employee's leave balance. After the employee reaches ten (10) or more years of service, the payout percentage will be calculated in accordance with the payout schedule on file in the office of the city clerk, as approved by city council.

(5) Separation from service.

Employees who are separated from the service of the city in good standing by retirement, resignation, or layoff shall be paid a percentage of their personal time off (PTO) leave based on their accumulation and years of service. In no case shall an employee be paid against whom disciplinary action is being taken or is otherwise leaving city employment not in good standing. All leave paid to employees of the city shall be in accordance with the payout schedule, as approved by the city council and on file in the office of the city clerk. Such schedule may be modified from time to time upon approval by the city council by motion, resolution or ordinance.

## **ARTICLE 28 LEAVE SHARING**

28.1 A leave sharing program is hereby established for all classified civil service and administrative professional, non-civil service appointed employees. The Mayor or designee shall establish the procedure by which the Human Resources Director shall administer the leave-sharing program. This leave-sharing program shall be administered in keeping with the area practices and within the financial limits as set forth by the council. Unless otherwise provided for by the council or by law, shared personal time off (PTO) leave of more than 30 days shall be considered non-salaried supplement, and shall not be utilized in the calculation of pensions, deferred compensation(s), longevity and other benefits.

**A. Scope and Purpose**

The leave sharing program will allow employees to donate unused Personal Time Off (PTO) leave to co-workers who are seriously ill or have family members who are ill, and have exhausted their own leave.

This leave-sharing program operating on a case-by-case donation basis encourages employees with unneeded leave to donate leave to employees coping with personal tragedy.

**B. Eligibility**

The employee requesting donations of leave must have:

1. worked for a minimum of six (6) months; and
2. exhausted all earned leave.

**C. Leave Use**

Request for leave can be made for:

1. the employee's own serious health condition as defined by the federal Family and Medical Leave Act, or
2. the serious health condition of a family member, defined, as spouse, children, stepchildren, parent, stepparent, brothers, sisters, stepbrothers, stepsisters, mother in law, father in law, grandparents, grandchildren, aunt or uncle.

**D. Leave Donation Restrictions**

Employees can donate up to half the leave they have nine (9) months donated leave, donated leave of more than 30 days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, deferred compensation(s), and accrual of time credited to an employee's longevity. The city will continue to pay their portion toward the group insurance plans, social security replacement, and longevity pay. Donated leave is not considered time worked, and the employee receiving the donation will not accrue leave in their PTO account while on donated leave. Donated leave must be submitted in advance for use and cannot be used retroactively.

**E. Administration**

An employee donating leave must complete a leave transfer form (PF-306) and turn the form into the Human Resources Office for verification of leave balance. This form will be forwarded to the Finance Department for processing. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

**F. Tax Treatment**

Employees who donate leave are not subject to any taxes because of their donation. However, employees who receive donated leave are subject to regular income tax and it will be reported as income.

## **ARTICLE 29 FUNERAL LEAVE**

- 29.1 Employees may be granted time off without loss of pay to attend the funeral of an employee of the Police Department so authorized by the Police Chief or designee.
- 29.2 At the time of a death of a member of the employee's immediate family, an employee may be granted up to three (3) days off without loss of pay as bereavement leave, not otherwise chargeable. The term, "immediate family", as used in this section, shall mean an individual's spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step-parent, step-children, and other relatives who permanently reside with the individual. Special consideration may also be given by the Police Chief to any other person who has had a close, long-standing, personal relationship with the employee where such a person acted similar to and/or stood in the place of a mother, father, brother, sister, or grandparent of the employee.

## **ARTICLE 30 MILITARY LEAVE**

- 30.1 Military leave will be considered as any leave necessary to fulfill military obligations with a branch of the Armed Forces of the United States. Only branches of the Armed Forces, which are, or usually serve as, combat units are to be considered.

### **A. Extended Military Leave**

Persons will be granted extended military leave will forfeit all employee benefits while on active duty, but will be accorded reinstatement or reemployment privileges, as required under and in accordance with Florida Statutes 295.095 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Extended military leave will be granted upon the following conditions:

- (1) The employee has received notification from proper authority to report for active duty with the Armed Forces.
- (2) The official notice of induction, or recall, into active duty, or a verified copy of same, must be presented to the Human Resources Department within five (5) days of receipt by the employee. A record of this notice is to be recorded in the employee's file.
- (3) Upon honorable completion of military obligations, former employees must present their request in writing to the Human Resources Director within one (1) year of the date of separation from military service to be eligible for reemployment benefits.
- (4) Upon resumption of active employment with the City of Pensacola, the employee will be given credit for acceptable service performed prior to entering the military for seniority purposes, and for pension purposes when

the pension law is complied with. Time spent on extended military duty shall count for longevity purposes and without loss of vacation leave, pay, time, or efficiency rating, except in the case of pensions whereby authorized. Said employee shall be given benefit of any range increases granted for the position vacated during military absence.

- (5) Employees on extended military leave are entitled to two hundred forty (240) hours at full pay in any one annual calendar period. In addition, per each military activation the City will:
  - (a) Supplement the employee's military salary to the extent that will equal the amount earned at the time they were called to active duty. The supplement would continue for a period up to six months.
  - (b) Continue all other employee benefits such as time accrual for purposes of annual, sick, (band personal time off leave, annual increments, longevity and pensions; insurance and deferred compensation, provided the employee maintains his or her contributions as previously arranged. Benefits would continue for a period up to six months.

**B. Military Leave for Training Purposes**

- (1) Section (1) of Florida Statute 115.07 requires the City to grant leaves of absence to City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard without loss of vacation leave, pay, time, or efficiency rating. This leave is required on all days during which the City employee is engaged in training ordered under the provisions of the United States military or naval training regulations regardless of whether they are assigned to active or inactive duty.
- (2) Effective July 1, 2010, Florida Statute 115.07 gives a maximum period of 240 hours in any one annual calendar year period for this type of leave of absence. Administrative leaves of absence of periods in excess of 240 hours are to be without pay.
- (3) Employees requesting leave under these provisions must submit a verified copy of their notification for duty with completed Personnel Leave (PF-301) or (PF 300), to their Department Director at least two (2) weeks in advance.

## **ARTICLE 31 HOLIDAYS**

- 31.1 Employees in the bargaining unit shall observe those days established by this Agreement and Council Ordinance which consist of the following:

January First (New Year's Day)  
Third Monday in January (Martin Luther King's Birthday)  
Last Monday in May (Memorial Day)  
July Fourth (Independence Day)  
First Monday in September (Labor Day)  
November Eleventh (Veterans' Day)  
Fourth Thursday in November (Thanksgiving Day)  
Day after Thanksgiving (Day after Thanksgiving Day)  
December Twenty-Fifth (Christmas Day)

- 31.2 When any employee is required to work on a day observed as a holiday pursuant to Section 31.1, the employee shall be paid one and one-half the regular rate of pay for the time worked.
- 31.3 Employees required to work on a holiday shall receive an alternate day off, of the employee's choosing, as work schedule permits. This "alternate" day must be taken within twelve (12) months of the date it was granted. It cannot be carried over nor can the employee be compensated if the "alternate" holiday is not taken.
- 31.4 In addition to the above named fixed holidays, the City of Pensacola allows each employee to observe two working days per calendar year as personal holidays; however in the first year of employment individuals who start working during the months of January, February, and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year. Personal holidays may be scheduled on days of the employee's choice, subject to the approval of the employee's respective supervisors and the Police Chief. The Police Chief retains the right to adjust the schedule based on work requirements. The holiday must be taken as a whole day.

Personal holidays must be taken during the calendar year and cannot be carried over from one calendar year to the next nor be paid for if not taken.

### Anniversary Day.

- 31.5 Employees shall receive one day of leave at the completion of each five (5) year-interval of service (i.e. 5, 10, 15, 20, etc.) The anniversary day must be taken within one year of reaching the milestone anniversary or the day will be forfeited.
- 31.6 If the majority of the employee's work shift falls on a holiday, that employee will be compensated for the entire holiday.



**ARTICLE 32**  
**HOURS OF WORK AND OVERTIME PAYMENT**

**32.1 Purpose of Article**

The purpose of this Article is to define hours of work; however, nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time except as may be specifically provided herein. It is understood and agreed that the Pensacola Police Department is a twenty-four (24) hour, seven (7) days per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of manpower to suit the needs and requirements of the Office of the Chief, provided that contract requirements regarding notification and overtime will be met.

**32.2 Work Period**

The work period for bargaining unit members covered by this Agreement shall be a period of twenty – eight (28) consecutive days which may begin on any day of the week and the regular work schedule during that period shall consist of one hundred sixty (160) hours.

**32.3 Overtime Pay**

- (A) **Overtime based on time worked in work period** -- Bargaining unit members covered by this Agreement shall be compensated at time and one-half for all hours worked in excess of one hundred sixty (160) hours in a work period except as otherwise provided in the Agreement. It is understood and agreed by the parties that any specific provisions of this Agreement providing for payment of overtime will supersede this Section 32.3 (A).
- (B) **Overtime for more than 16 hours of work per day** -- Double time shall be paid for all hours worked in excess of sixteen (16) hours in a continuous work shift.
- (C) **Special Overtime Pay** – Shall be overtime hours that are paid at 1 ½ times the normal rate of pay for wages and is not subject to being reduced by the number of hours worked in a pay cycle. Special Overtime pay will include overtime worked but shall exclude shift overage, court time, and hours worked for department sponsored activities or demonstrations (for which comp time is currently granted.)
- (D) **Compensatory Time** -- Bargaining unit members may accrue up to four hundred eighty (480) hours of compensatory time at the discretion of the Chief. Once this maximum amount of compensatory time is reached, compensation for additional overtime hours worked shall be in the form of cash payments. Compensatory time shall be earned at the same rate it would have been paid had cash payment been received.

**32.4 Meal Periods**

- (A) Employees on shifts will be provided a meal period when the workload permits.

- (B) The normal daily work schedule for all other employees covered by this Agreement shall have a meal period not to exceed thirty (30) continuous minutes when the workload permits.

**32.5 Authorization for Overtime Required**

No employee may authorize overtime for themselves but shall be entitled to receive overtime as appropriately authorized by their supervisor.

**32.6 Off Duty Call with Assigned Vehicle**

Notwithstanding the provisions of Section 32.3 (A) when an officer assigned a vehicle on a permanent basis is off-duty and is required to handle a call by a designated supervisor said employee shall be paid at the regular rate unless such duty required that officer to work in excess of one hundred sixty (160) hours in the twenty-eight (28) day work period, in which case Section 32.3 (A) shall apply.

- 32.7 The **Employer** agrees that it will comply with all provisions of the Fair Labor Standards Act. Provided, however, that any arbitration decision alleged to be contrary to law may be appealed to the judicial system.

**32.8 Regular Hourly Rate of Pay for Overtime Calculations**

For the purpose of calculating overtime, the regular hourly rate of pay is defined by FLSA.

- 32.9 When the Chief of Police mobilizes the department emergency operations procedures, per Pensacola Police Department General Order H-1, employees of the bargaining unit will be compensated at an overtime rate of pay for all hours mandated to work during the duration of their emergency operations schedule.

**ARTICLE 33  
COMPENSATION FOR COURT RELATED MATTERS**

**33.1 Duty Related Court Appearances**

**(a) Payment for Off-Duty Court Appearance**

- (1) When an off-duty employee is subpoenaed to court or other proceedings for testimony or by the State Attorney, Public Defender or Private Attorney, for pre-trial conference or deposition arising from duties performed as a Pensacola Police Officer, he/she will be compensated in the following manner:
- (A) For all off-duty employees on regular day off or approved leave, a three (3) hour compensation will be credited for an appearance on any given calendar day, or actual time, whichever is greater.

(b) **Payment for Court Appearance Before or After Duty**

- (1) Personnel who are attending court or other proceedings arising out of the course of their official duties, three (3) hours or less before their scheduled tour of duty, shall receive compensation for a minimum of three (3) hours or actual time, whichever is lesser.
- (2) Personnel attending court or other proceedings after tour of duty shall be compensated a minimum of three (3) hours or actual time, whichever is greater.
- (3) If there is no lapse between appearances, it shall be treated as one appearance.

**ARTICLE 34  
WAGES**

**34.1 Pay Range**

- i. On October 1, 2024, the pay range for Police Officers and sworn Crime Scene Supervisors and Analyst IIs shall be a minimum of \$52,520.00 and a maximum of \$80,017.60.

**34.2 Wages**

Members of the Police Officer's bargaining unit shall receive wage adjustments as follows:

- i. October 1, 2024 (refer to appendix attachment D): All members of the bargaining unit will receive pay adjustments based on the attached appendix. Each member will be slotted based on total years of service with the City
  - a.) All lateral hires will be slotted based on total years of service with the City plus 1 year of service for every 2 years of service at other certified law enforcement agencies upon proof provided to the Human Resources Department per section 34.4
  - b.) Pensacola Police Department rehired employees will be slotted based on total years of service with the City plus 1 year of service for every 2 years of service during previous employment with the City. The two for one does not apply to rehires after this slotting. This will not be counted towards the Senior Officer Pay Program per section 34.3 which establishes a continuous services requirement
- ii. October 1, 2025: All currently employed bargaining unit employees will receive a two percent (2%) wage increase to their base pay (or a base salary of \$52,500.00, whichever is greater) up to the maximum cap of \$80,017.60. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will not receive the equivalent 2%

- pay increase exceeding the maximum cap as a one-time bonus.
- iii. October 1, 2026: All currently employed bargaining unit employees will receive a two percent (2%) wage increase to their base pay (or a base salary of \$52,500.00, whichever is greater) up to the maximum cap of \$80,017.60. Those bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will not receive the equivalent 2% pay increase exceeding the maximum cap as a one-time bonus or in any other form of compensation.
  - iv. For the term of this contract, October 1, 2024 through September 30 2027 only, after 20 continuous years of service, officers will reach \$80,000.00 base max pay.
  - v. Upon ratification, the pay component of this contract is to start October 28, 2024.

### 34.3 Senior Officer Pay Program

- 1) Members of the Police Officer's bargaining unit shall be eligible for senior officer premium pay of 5% of base salary. This senior officer premium pay shall be regarded as compensation for the computation of Police Pension and Medicare, no other benefits will be paid except as may be required by Federal or State Law. No other benefits will be paid (including the plans created by Chapter 9-6, Article I of the City Code). This pay will be utilized in the hourly overtime calculation rates.

To be entitled to this senior officer premium pay, members of the bargaining unit must have reached each of the following employment milestones of continuous service as a police officer with the City and completed the educational requirements as outlined below.

- a. 5 years of service and 120 hours of Law Enforcement related continuing education courses
  - b. 10 years of service and 80 hours of Law Enforcement related continuing education courses
  - c. 15 years of service and 120 hours of additional Law Enforcement related continuing education courses
  - d. 20 years of service and 120 hours of additional Law Enforcement related continuing education courses
- 2) Senior Officers shall be identified by the hash marks displayed on their long sleeve uniform shirt.

### 34.4 Starting Salary of New Police Officers.

New Police Officers, Sworn Crime Scene Analysts I, and Sworn Crime Scene Analysts II normally will be employed at the minimum pay of the range. However, where higher beginning pay is required in order to be competitive in the recruitment process, an employee may be employed at a higher pay within the range, not to exceed

the maximum of the range. Payment of a higher rate of pay within the range must be recommended by the Police Chief and approved by the Human Resources Director and the Mayor or designee.

#### **34.5 Promotions**

A promotion in the classified service occurs when there is a change in an employee's title and the employee is elevated to a pay range for which the minimum pay is higher than the minimum pay in the range currently held. A promoted bargaining unit member will receive a ten (10) percent pay increase, not to exceed the maximum pay of the range. Provided that the maximum pay for the range is not exceeded, the Mayor or designee may grant a pay increase over ten (10) percent upon the recommendation of the department director and Human Resources Director.

#### **34.6 Demotions**

A bargaining unit member demoted or reduced to a lower class shall be placed in the hourly rate held prior to the promotion, or shall receive a ten (10) percent reduction in salary, whichever wage provides the higher salary. Any other reduction in pay will be upon the recommendation of the director of human resources and approved by the Mayor or designee. In any case the reduced salary is not to exceed the minimum or maximum of the class range.

#### **34.7 Working-Out-Of-Classification**

Bargaining unit members working temporarily in a higher class for more than fifteen (15) calendar days may be paid out-of-class differential pay. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when such vacancy has resulted from illness, an on-the-job injury or a job vacancy. Such differential pay shall begin only after the employee has performed the complete duties for fifteen (15) consecutive calendar days and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the days worked after the fifteen (15) consecutive calendar day period has been completed. The fifteen (15) consecutive calendar days must be worked within the span of fifty-two (52) weeks from the first day of duties performed in the higher classification in order for the employee to be eligible for the differential pay. Out-of-class differential pay shall be the difference between the employee's regular wage and then to which the employee would initially be entitled should they be promoted to said higher class. Out-of-class differential shall be paid with the employee's regular compensation and subject to the same benefits as the regular compensation. Complete records of such out-of-class differential work shall be submitted to the Human Resources Department within two (2) weeks of having performed such work, on forms furnished by that department. The Police Chief shall be responsible for judicious observance of this section.

#### **34.8 Salary Incentive Pay, Shift Differential Pay, Specialized Duty Pay**



The Mayor or designee is hereby authorized to pay the supplemental compensation as outlined in this section. These payments shall be made bi-weekly and shall be considered a non-salaried supplement, and will not be utilized in the calculation of pensions, deferred compensation or other fringe benefits. The Police Chief shall be responsible for judicious observance of this section. No pay hereunder shall be granted unless approved by the Mayor or designee after recommendation by the Human Resources Director.

- (1) To bargaining unit members assigned to work night shifts as designated by the Police Chief an amount equal to a five (5) percent increase.
- (2) Police Officers assigned to the positions listed in this section shall receive an amount equal to a five (5) percent increase:
  - a- Detective
  - b- FTO
  - c- K-9
  - d- V & N
  - e- Polygraph
  - f- OIC
  - g- Traffic Homicide
  - h- DARE (Effective 10/1/04)
  - i- SRO (Effective 10/1/05)

#### **34.9 Canine Care.**

Police Officers assigned to canine duty shall receive seven (7) hours per twenty-eight (28) day cycle of overtime pay. These seven (7) hours are for routine K9 maintenance only. Any additional hours spent on care will be compensated at the overtime rate of pay provided it is documented and approved by the Police Chief.

#### **34.10 SWAT Officer Premium Pay.**

SWAT Operators will receive a \$1,500.00 annual premium paid on a bi-weekly basis. Other SWAT personnel will receive a \$500 annual premium paid on a bi-weekly basis.

### **ARTICLE 35 PENSIONS**

#### **35.1 Pension Rights.**

1. Effective January 1, 2013 the existing Police Pension Plan will be closed to all new hires; All new hires after January 1, 2013 and all existing officers will be given the option to participate in the Florida Retirement System.
2. Effective January 1, 2013, for those employees who elect to remain in the existing Police Pension Plan, contributions will increase from .5% to 1.5% starting on 1/1/2013, from 1.5% to 3.5% starting on 10/1/2013 and from 3.5% to 5.2% starting on 10/1/2014.
3. On January 1, 2013, contributions to the Social Security Replacement Plan will be changed from mandatory to optional. However, the employee may elect to continue to contribute a portion of pay into the Social Security Replacement Plan, and if so, the City will continue to match up to 6.7%. (This Paragraph does not apply to those employees in the DROP before January 1, 2013).
4. Effective January 1, 2013, employees eligible to participate in the Deferred Retirement Option Program ("DROP") will receive 1.3% interest and will not receive any Cost of Living Adjustment on their Retirement benefits during the period in which they are enrolled in DROP.
5. Effective January 1, 2013, the spousal benefit in the existing Police Pension Plan will be modified to conform to the same spousal benefits offered in the Florida Retirement System. (This Paragraph will not apply to employees who have 20 or more years of service on January 1, 2013).
6. Effective January 1, 2013 the vesting period for the Police Pension Plan will increase from 10 years to 12 years.
7. All new retirees after January 1, 2013 will receive up to a 3% Cost of Living Adjustment for 10 years after retirement. After 10 years, the Cost of Living Adjustment increase will decrease to up to 2% for the life of the retiree (and spouse, if applicable). This COLA shall be calculated in the same manner as the existing Police Pension Plan. This Paragraph does not apply to any employee who retires prior to January 1, 2013 or those employees enrolled in DROP prior to January 1, 2013.
8. Effective January 1, 2013 pensionable income will be calculated on the employee's base pay with no overtime. Overtime which has already been earned on the date of ratification will be used toward calculating average final earnings.
9. For future service, average final compensation will be changed to the average of the last 5 years of compensation for those who retire after January 1, 2013, (This Paragraph will not apply to employees who have 20 or more years of service on January 1, 2013).
10. Members of the bargaining unit hereby acknowledge and agree that those members

who have become participants in the Florida Retirement System are governed by the provisions of the Florida Retirement System. The Florida Retirement System supersedes any provisions in conflict as listed in this agreement.

11. Pursuant to Florida Statute 185.35 the Police Officer's Retirement Fund will provide for a 401 Defined Contribution Plan within the Police Officer's Retirement Fund.
12. Pursuant to Florida Statute 185.35 mutual consent is required for deviations from the default rules on the use of premium tax revenues. The Police Officer's Retirement Fund states the following use of the insurance proceeds in Section 9-5-21(a)(1). "Prior to January 2, 2013, the net proceeds of any excise or license tax under F.S. § 185.08, as amended, imposed by the City or the State of Florida upon certain casualty insurance companies on their gross receipts of premiums from holders of policies, which policies cover property within the corporate limits of the City. Such revenue shall first be used to fund the benefit increase provided in subsection 9-5-23(a)(ii)(a) and (b), and then any remaining revenue shall be used for the remaining benefits of the plan. If the receipt of this revenue is not sufficient to pay all benefits of the plan, nevertheless, all of the plan benefits shall be paid;" As a part of the contract both parties mutually consent to use the insurance proceeds and any accumulated insurance proceeds balance (reflected in the Police Officer's Pension Fund actuarial valuation) as stated in this paragraph.
13. For the purpose of estimating an employee's pension benefit bargaining unit members can request the City to calculate their estimated pension benefit twice within five years of retirement at no cost to the employee.

## **ARTICLE 36 PROMOTIONS**

### **36.1 Promotional Procedures Overview.**

The City will continue to follow the status quo concerning the promotional process as outlined below.

When a vacant position is to be filled by promotion within the Police Department, through competitive examination these procedures will be followed:

A promotional eligible list will be certified that contains the names of the top five (5) applicants and ties, having the highest total exam score. Any person on the list is eligible for promotion. If a promotional register contains less than five (5) names and an additional examination is requested, successful examinees will be listed in order behind the existing names on the promotional register. If qualifications substantially change, a register may be cancelled and a new register established. A new register requires a new application and examination of each applicant.

All persons within the department who meet the minimum qualifications may apply and

take a promotional examination. When a position is announced, a job bulletin will be distributed and open for a minimum of five (5) working days prior to the application deadline.

Applicants must apply by the application deadline and supply necessary records, licenses, certificates, transcripts, etc.

Examinations will be practical and objectively measure the relative capabilities of the applicant to perform the target position. The examination process may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, assessment centers, psychological tests, or other accepted assessment, or any combination thereof. Examination components may be weighted but will total 100%.

1. The Sergeants Promotional exam shall consists of two (2) components: Assessment and Written, that will be. The weight of each component is as follows:
  - a. Assessment: 70%
  - b. Written Test: 30%
  - c. \*\*The Chief's Interview can be used in the promotional process as a third component however this component will not be weighted and cannot affect the eligibility list generated from the scoring of the Assessment and Written Test components.
2. An announcement of the weights of the two components shall be made prior to promotions.
3. In addition, the written test will require a passing score of 70 or higher to be classified as a "Pass".
4. Passing scores are required on a promotional examination before an employee is eligible for promotion. When a passing score is attained, the total examination score shall be augmented by veteran preference points (per Florida statutes), education points, and seniority points as defined below.

Eligible registers are in effect for one year, unless extended by request of the appointing authority and FOP.

### **Definitions**

**Eligible** - A person who has properly made application, met the requirements of a position, and passed the exam process and is qualified to be placed on a list of qualified applicants.

**Promotional Eligible List** - A list of names taken from the eligible register, of the top five (5) candidates and ties. Names are listed in rank order according to their final examination score. **Promotional Eligible Register** - A register of names of all eligible applicants for a particular position, who have obtained a passing score on the

examination process, listed in rank order according to their final examination score.

**Score** - The final numerical grade attained on any examination process, rounded to the nearest whole number.

**Seniority Points** - Points added to a passing promotional examination score to arrive at the total score. Points are computed on the basis of one-half (0.5 or 1/2) point for each full year of service within the employment of the City in a related field or activity. Seniority points will be limited to a maximum of 10 points.

**Educational Points** - Points added to a passing promotion examination score to arrive at the total score. Points are computed as follows: Associates Degree - one-half (1/2) point, Bachelor's Degree - one (1) point, Master's Degree - two (2) points.

### **ARTICLE 37 FOP ACTIVITIES**

- 37.1 The **Employer** will grant six hundred (600) hours annually for use as **F.O.P.** Pool Time. The total Pool Time may exceed six hundred (600) hours by employee contributions to this Pool.
- 37.2 This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session, arbitration, or attendance at **F.O.P.** functions. Approval of such time shall be authorized by either the **F.O.P.** President, First Vice-President, Second Vice-President, or Secretary. Time will be charged in increments of one (1) hour. The **F.O.P.** may rollover not more than a total of six hundred (600) unused hours to a subsequent contract. The employee that is to be off shall furnish an authorized request from the **F.O.P.** to the Police Chief for approval. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

### **ARTICLE 38 BULLETIN BOARDS**

- 38.1 The **Employer** agrees to provide space for the **F.O.P.** to erect, at the **F.O.P.**'s expense, one glass enclosed bulletin board, not to exceed thirty-six (36) inches by thirty-six (36) inches, in close proximity to the patrol line-up room. The precise location of the bulletin board shall be approved by the Police Chief.
- 38.2 The bulletin board shall be used for posting **F.O.P.** notices, signed by the **F.O.P.** President or his designee, but restricted to:
- A. Notices of **F.O.P.** meetings.
  - B. Notices of **F.O.P.** elections and the results of such elections.
  - C. Notices of **F.O.P.** recreational or social affairs.
  - D. Notices of **F.O.P.** appointments.
  - E. Minutes of **F.O.P.** meetings.
  - F. Notices by public bodies.
  - G. Reports of **F.O.P.** committees.



H. Rulings and policies of the **F.O.P.**

- 38.3 All costs incidental to preparing and posting **F.O.P.** materials shall be borne by the **F.O.P.** The **F.O.P.** is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition. None of the posted material shall be derogatory in any manner of the **Employer**, its managers, officers, agents and employees, and prior to any material being posted, copies of all material shall be submitted to the Police Chief.
- 38.4 The **Employer** can remove any document not in compliance with Section 38.2.

### **ARTICLE 39 SPECIAL MEETINGS**

- 39.1 The **Employer** and the **F.O.P.** agree to meet quarterly and confer on matters of mutual interest. An agenda shall be submitted prior to the meeting. Discussion shall be limited to matters set forth in the agenda or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. The **F.O.P.** shall have the right, at these special meetings to recommend to the **Employer** corrections to any inequities known to the **F.O.P.**

### **ARTICLE 40 HURRICANE TRAVEL TEAM**

- 40.1 When the team is deployed for a time period exceeding ten (10) days, a day off will be granted for each ten (10) day period deployed. This time shall be granted to the member upon completion of the team deployment.
- 40.2 When the team is deployed all rights and liabilities of each team member will be carried by the member's agency during time being deployed as if the member was working with the member's jurisdiction.

### **ARTICLE 41 PRINTING OF AGREEMENT**

- 41.1 The City will make copies of this Agreement available electronically via the Internet and Intranet.

### **ARTICLE 42 ENTIRE AGREEMENT**

- 42.1 This Agreement constitutes the entire agreement between the Employer and the Union.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If, at any time during the term of this Agreement, the parties arrive at an agreement, which adds to, deletes, or waives any of the terms of the Agreement, it will be reduced to writing and signed by both parties.

- 42.2 This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

### **ARTICLE 43 SEVERABILITY**

- 43.1 In the event that any Article or provision of this Agreement is found to be invalid or unenforceable by reason of any legislation or judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such decision, the **Employer** and the **F.O.P.** agree to immediately commence impact bargaining.

**ARTICLE 44**  
**TERM OF AGREEMENT**

44.1 This agreement shall be in full force and effect from October 1, 2024 through September 30, 2027.

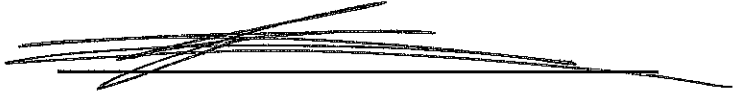
44.2 If proper notice has been given by either party pursuant to 1.1, but no new or successor agreement has been reached, then this Agreement will stay in effect until a new contract is ratified.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized

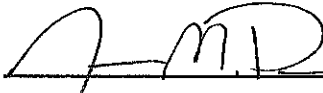
FOR THE CITY OF PENSACOLA

FRATERNAL ORDER OF POLICE

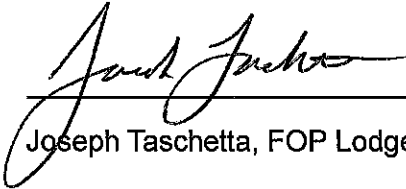
\_\_\_\_\_  
D.C. Reeves, Mayor City of Pensacola

  
\_\_\_\_\_  
Dan Harnett, Representative Florida State FOP

\_\_\_\_\_  
Rob Larkin, Esq

  
\_\_\_\_\_  
James Parsons, FOP Lodge 71, President

\_\_\_\_\_  
Ted Kirchharr, City Human Resources Director

  
\_\_\_\_\_  
Joseph Taschetta, FOP Lodge 71, Labor Team

ATTEST:

\_\_\_\_\_  
City Clerk

THE DATE OF RATIFICATION OF THIS CONTRACT IS: \_\_\_\_\_

# ATTACHMENT A

## **Mission Statement**

**In our on-going quest to improve community relations and relations within the Pensacola Police Department, we have created the following Mission Statement, followed by our Vision and Core Values concepts:**

The Pensacola Police Department is committed to providing professional, efficient and courteous service to the public. Officers shall strive to improve the quality of life by enforcing laws in a fair and impartial manner while encouraging a spirit of cooperation and mutual trust with the public. Officers and support staff shall have respect for the dignity and rights of all people.

## **VISION**

Employees of the Pensacola Police Department shall, at all times, maintain the highest standards of professional ethics and integrity. All employees shall share a commitment to the philosophy of police and community collaboration. Through community partnerships, we will work together to reduce crime and the fear of crime in order to improve the quality of life for all citizens. We will provide a well-trained workforce and provide fair and professional police service while striving for excellence in everything we do.

## **CORE VALUES**

### ***Courtesy***

Pensacola Police Department employees shall be courteous in their encounters with the public.

### ***Integrity***

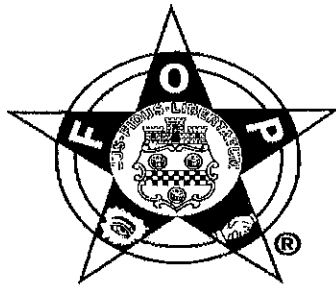
Pensacola Police Department employees shall maintain the highest level of integrity and accountability.

### ***Professionalism***

Pensacola Police Department employees shall maintain a workforce atmosphere symbolizing their commitment to the highest standards of professionalism.

# ATTACHMENT B

## Florida State Lodge Fraternal Order of Police



### GRIEVANCE FORM

Name of Employee \_\_\_\_\_

Classification \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_

Date \_\_\_\_\_

#### STATEMENT OF GRIEVANCE:

List Applicable Violation

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Adjustment Required:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Date

Signature of F.O.P. Representative \_\_\_\_\_

Date Presented to Management Representative \_\_\_\_\_ **STEP**

**ONE:** Date \_\_\_\_\_

Representative for City Signature

\_\_\_\_\_

Agree \_\_\_\_\_

Disagree \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ **STEP**

**TWO:** Date \_\_\_\_\_

Representative for City Signature

\_\_\_\_\_

Agree \_\_\_\_\_

Disagree \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ **STEP**

**THREE:** Date \_\_\_\_\_

Representative for City Signature

\_\_\_\_\_

Agree \_\_\_\_\_ Disagree \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**ADDITIONAL COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# ATTACHMENT C



**City of Pensacola, FL**

**Drug Free Workplace Policy**

# Drug Free Workplace Policy

The City of Pensacola strives to provide a safe environment for both employees and the public. In this regard, the City considers the abuse of drugs and alcohol on the job to be unsafe and counter-productive. Therefore, the City has established a policy regarding the use, possession, and sale of illegal drugs and alcohol at work consistent with Florida Statutes, Section 440.102; Federal Motor Carrier Safety Administration Controlled Substance and Alcohol Use and Testing Program, 49 C.F.R. Part 382; and USDOT Pipeline and Hazardous Materials Safety Administration Drug and Alcohol Testing Regulations, 49 C.F.R. Parts 192 and 199. A complete list of the illegal drugs that will be tested for may be provided through the City Clinic as requested.

It shall be a condition of employment for all employees to refrain from working with the presence of illegal drugs or alcohol in his/her system and to submit to the testing requirements set forth in this policy. Pursuant to the provisions of the Florida Drug-Free Workplace Program requirements, employees found to be in violation of this policy may be denied workers' compensation medical or indemnity benefits under Chapter 440, Florida Statutes.

## **A. No Discrimination**

Employees with addictions are encouraged to participate in an alcohol and drug rehabilitation program. The City will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment while in the employ of the City, provided that the employee has not previously tested positive for drug use and has entered an employee assistance program for drug-related problems or entered a drug rehabilitation program.

Employees assigned to work in a mandatory testing position and who voluntarily enter an employee assistance program or a drug rehabilitation program will be reassigned to a position other than a mandatory testing position if one is available or will be allowed to use accumulated leave or leave without pay while in the program. Employees employed in special risk positions participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special risk position but may be assigned to a position other than a mandatory testing position or placed on leave while the employee is participating in the program; however, the employee shall be permitted to use any accumulated annual leave before leave without pay may be required. The City may require the employee to submit to drug test(s) as a follow up to such program as permitted by law.

## **B. Procedures**

As part of this program, the City will conduct pre-employment drug testing for special-risk or mandatory-testing positions, reasonable suspicion testing, post-accident testing, random testing, and return-to-duty/follow-up testing in accordance with state and federal law. City personnel and contractors shall comply with all of the technical standards, chain of-custody procedures, confirmation testing, and employee appeal provisions of applicable law pertaining to drug testing of public employees.

All job applicants who have applied for a position with the City of Pensacola and have been offered employment conditioned upon successfully passing a drug test will be scheduled for drug testing, generally conducted at the City Clinic, pursuant to the protocols established by state and federal law pertaining to applicants for special risk occupations.

Prior to testing, each applicant will be provided with a copy of the City's written policy statement on drug testing.

The drug test will be conducted in accordance with the written policy statement and the procedures provided by law, including an opportunity for the applicant to contest the result or provide an explanation to the City when a positive, confirmed test result has been obtained. Employees covered by a collective bargaining agreement may have a right to appeal an adverse decision by the City to the Public Employees Relations Commission or applicable court.

Blood, breath, saliva, and/or urine samples will be given at the Clinic or approved collection facility as designated by the City Clinic. Samples are handled in accordance with State and Federal rules and regulations. Results will be reviewed by a Medical Review Officer (MRO) to assure accuracy. The employee/applicant may consult with the MRO after testing. No physician patient relationship is created by this program.

If a test is not collectable because of tampering or adulteration, a second test is requested, which will be observed. If a test is rejected because of purposeful adulteration, the employee will be terminated.

Employees will be subject to drug testing when the City has reasonable suspicion to believe that the employee is using or has used drugs in violation of the City's policy where this suspicion is based upon specific and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing will require the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee and it must be confirmed by a second supervisor. The observing and confirming supervisors must prepare written documentation of the facts and circumstances which formed the basis for their recommendation, and a copy of this documentation shall be given to the employee upon request. The original documentation shall be kept confidential as exempt from public records law and must be retained by the City for at least one (1) year. The facts and inferences upon which the recommendation for testing may be made include, but are not limited to, the following:

- Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
- A report of drug use, provided by a reliable and a credible source, which has been independently corroborated
- Evidence that an individual has tampered with a drug test during employment with the City
- Information that an employee has caused or contributed to an accident while at work
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the City's property or while operating the City's vehicle, machinery, or equipment

The selection of employees for random drug testing will be conducted based on a sample drawn by a computer-generated program operated by an independent third party. The random sample may not constitute more than ten (10) percent of the total employee population. Random drug testing will be conducted as follows:

- when the employee is employed in a position where random drug testing is authorized by law and the position is managerial
- when the employee is employed in a position where random drug testing is authorized by law and the employee is covered by a collective bargaining agreement which authorizes random drug testing
- when the employee is employed in a position where random drug testing is required by law, such as those defined as special-risk positions involving law enforcement and fire protection services, and those requiring commercial drivers' licenses or pertaining to the installation and maintenance of natural gas pipelines

The documentation of a positive drug test result will be placed in an employee's confidential file, the employee will be notified, informed of the result, consequences, and options available. When tested for reasonable suspicion, documentation is placed in the employee's confidential file.

### **C. Discipline**

It is the City's policy to discipline an employee, up to and including termination, who is found to have engaged in the conduct described below:

- utilizing, possessing, or trafficking in any unlawful drug or other substance while on or off duty, or while utilizing any city vehicle or other equipment, or while on any city property.
- refusing to submit to drug testing when properly required to do so pursuant to the protocols of state or federal law.
- providing test results which are verified, confirmed, positive evidence of violation of this policy pursuant to the procedures mandated by the Florida Agency for Health Care Administration.

Moreover, if an employee is found with the presence of illegal drugs and/or alcohol in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs during working hours, at government functions, or on City property (including in parking lots) the employee is subject to disciplinary action up to and including termination. The use of any over-the-counter products that contain illegal drugs is expressly prohibited. Anyone observing a violation of this policy must report it to his or her immediate supervisor, and that violation is to be reported to the department director.

### **D. Employee Responsibilities**

Physician-prescribed drugs may be taken during working hours; however, the employee must notify the supervisor if the use of prescribed medication will affect the employee's work performance. An employee reporting for work visibly under the influence and who is unable to properly and safely perform required duties will not be allowed to work. Abuse of prescription drugs will not be tolerated and may result in disciplinary action, up to and including termination. Within five working days from receipt of a positive drug test, an employee or job applicant must notify the laboratory of administrative or civil action planned as a result of a positive test. The employee or applicant may consult with the Medical Review Officer for technical information. An employee or applicant may request, in writing, to have the original specimen retested at another certified laboratory at their expense. The employee can request, in writing, a written report regarding the circumstances for reasonable suspicion testing.

An employee or applicant has the right to contest or explain the results of a positive drug test result, in writing, within five working days of being notified of the positive result.

If an employee is convicted of a violation of a criminal drug statute occurring in the workplace, the employee must notify the City, in writing, no later than five calendar days after such conviction.

To request further information about this policy and applicable procedures based on state and federal law, please contact the City Clinic.

### **E. Federal Controlled Substances Act**

The use by City employees of any illegal drug under federal law, which may not be illegal under Florida law, is prohibited. The use of marijuana by City employees, including medical marijuana, with or without a prescription, is prohibited. A prescription for medical marijuana is not accepted as a valid explanation or defense for an employee's positive drug test result.



# ATTACHMENT D

## Pensacola Police Officers Initial Slotting

Year 1

Minimum \$52,520.00

Maximum \$80,017.60

### Years of Service - Pay

|     |           |
|-----|-----------|
| 1-  | 52,520.00 |
| 2-  | 53,705.60 |
| 3-  | 54,912.00 |
| 4-  | 56,139.20 |
| 5-  | 57,408.00 |
| 6-  | 58,676.80 |
| 7-  | 60,008.00 |
| 8-  | 61,339.20 |
| 9-  | 62,712.00 |
| 10- | 64,126.40 |
| 11- | 65,561.60 |
| 12- | 67,038.40 |
| 13- | 68,536.00 |
| 14- | 70,075.20 |
| 15- | 71,635.20 |
| 16- | 73,257.60 |
| 17- | 74,900.80 |
| 18- | 76,564.80 |
| 19- | 78,291.20 |
| 20- | 80,017.60 |

**AGREEMENT BETWEEN**  
**CITY OF PENSACOLA**  
**AND**  
**FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE,**  
**INC.**

**Police Officers**  
**Beginning October 1, 2024**  
**Through and Including**  
**September 30, 2027**



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**ARTICLE 1**  
**PREAMBLE TO AGREEMENT**

This Agreement is made and entered into between the City of Pensacola, Florida, hereafter referred to as the “Employer,” and the Florida State Fraternal Order of Police, Inc., hereafter referred to as the, “F.O.P.,” the “Union.”

**ARTICLE 2**  
**PURPOSE AND INTENT**

The purpose of this Agreement is to secure an efficient and professional relationship between the parties hereto, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic and full agreement between the parties concerning rates of pay, hours of work and other terms and conditions of employment. It is mutually understood and declared to be the public policy of the Employer and the F.O.P. to promote harmonious and cooperative relationships between the Employer and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. The Employer and the F.O.P. also agree to promote and abide by the department’s Core Values and Mission Statement (Attachment A).

**ARTICLE 3**  
**RECOGNITION**

- 3.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the F.O.P. as the exclusive bargaining representative for those employees in the defined bargaining unit for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions for employment of the public employees as defined by PERC in the Certification 1390, as amended per PERC order dated September 1, 2009 and 19E-155, UC 2019-004 to include Sworn Crime Scene Analyst I and Sworn Crime Scene Analyst II.
- 3.2 It is further understood and agreed that a Staff Representative of the Florida State Fraternal Order of Police, Inc will be the official spokesman of the F.O.P. in any matter between the F.O.P. and the Employer.

**ARTICLE 4**  
**DEFINTIONS**

- 4.1 “Day” shall mean a calendar day unless otherwise specified in this Agreement.
- 4.2 References to the male gender are intended to conform to traditional usage, and should be understood to include both males and females.
- 4.3 PERC – Public Employee Relations Commission.
- 4.4 “Tobacco products” includes the use of e-cigarettes (vaping).

- 4.5 Grievance - a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the specific provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the date and the facts pertaining to the alleged violation and the remedy sought.
- 4.6 “Unfounded” – Found event to not have occurred.
- 4.7 “Exonerated” – Found event to have occurred but was legally authorized by Statute or policy.
- 4.8 “Sustained” – Found event to have occurred.
- 4.9 “Not Sustained” – Unable to determine if event occurred.
- 4.10 “Informal discipline” – includes written or verbal reprimands, memoranda or similar action.
- 4.11 “Formal Discipline” – includes demotions, dismissals, suspensions or similar actions.
- 4.12 All bargaining unit members shall include sworn police officers, sworn crime scene analyst I, and sworn crime scene analyst II.

## **ARTICLE 5 RESIDENCE**

- 5.1 All employees covered by this Agreement shall live within Escambia or Santa Rosa County, Florida. Exceptions to this article may be granted by the Mayor or designee, or by the Police Chief.

## **ARTICLE 6 SECURITY AND CHECK-OFF**

- 6.1 Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee’s pay the amount owed to the F.O.P. by such employee for dues. There will be twenty-six (26) deductions per year. The Employer will remit such sums to the F.O.P. no later than the tenth (10<sup>th</sup>) day of the month following such deductions. The F.O.P. will certify any changes in the membership dues rate to the Employer in writing over the signature of the authorized officer or officers of the F.O.P. at least thirty (30) days in advance of the effective date of such change. The Employer’s remittance will be deemed correct if the F.O.P. does not notify the Employer in writing within two (2) weeks of its receipt.
- 6.2 The F.O.P. agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues which may be due the F.O.P. from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him at the time that dues are to be deducted from which to make such deduction. The F.O.P. shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, or other forms of liability or expense, including reasonable attorney’s fees that may be incurred or necessitated by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.



- 6.3 The Employer shall not be required to collect F.O.P. dues in arrears. Any change in dues made by the F.O.P. will be made effective after a thirty (30) day written notice by the F.O.P. to the Employer and upon receipt of a new dues deduction authorization signed by the employee specifying the revised amount.
- 6.4 No dues deduction shall be made from the pay of an employee for any payroll period in which the employee's earnings after withholdings for that payroll period are less than the amount of dues to be checked off.

## **ARTICLE 7 NO STRIKE CLAUSE**

- 7.1 The F.O.P. and its officers, representatives and members agree that during the life of this Agreement, they shall have no right to instigate, promote, sponsor, engage in or condone any strike, slow down, concerted stoppage of work, intentional interruption of Employer operations, or similar activities during the terms of this Agreement. The consideration for such provision is the right to a resolution of disputed questions. Management has the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only questions that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether the provision prohibiting strikes, slowdowns, concerted stoppage of work, intentional interruptions of Employer operations or similar activities was violated by the employee to be discharged or otherwise disciplined

## **ARTICLE 8 WORK RULES**

### **8.1 Notice and Scheduling of In-Service Training**

It shall be the policy of the Police Chief whenever possible to give at least ten (10) working days' notice to employees scheduled for in-service training. It is recognized, however, that last minute changes are often necessitated due to unanticipated sickness, court subpoenas, family situations, etc., and such situations may reduce the notification time in some cases.

### **8.2 Transfers**

It shall be the sole right of the Police Chief to transfer employees between any subsections of the organization. Employees shall be notified at least twenty-one (21) calendar days prior to the transfer, except where the nature of a particular situation requires immediate reassignment. Employees may voluntarily waive the twenty-one (21) day notice by submitting a letter to the Chief of Police.

### **8.3 Administrative Leave without Loss of Pay**

An employee may be placed on administrative leave without loss of pay for any reason deemed necessary by the Police Chief as approved by the Mayor or designee.

#### **8.4 Re-issuance of Conflicting Written Directives**

On or before sixty days (60) days after the ratification date of this Agreement, both parties will make a reasonable effort to review existing policies and procedures in order to identify those that are in conflict with the terms and provisions of this Agreement. Those policies that are identified to be in conflict will be made to conform with terms and provisions of this Agreement.

#### **8.5 Civilian Riders**

- (a) Officers may object to certain civilian riders by written notice to their immediate supervisor. When possible, the request will be honored. This request will not become part of the employee's personnel file.
- (b) Riders will be limited to a four (4) hour duration, which can be waived by the individual officer.
- (c) Officers are only required to have one (1) rider in a thirty (30) day period, which can be waived by the individual officer.
- (d) In the event that a police officer is participating in a PPD funeral procession, the city will make arrangements to transport an officer's immediate family members at the city's expense.

### **ARTICLE 9 MANAGEMENT RIGHTS**

9.1 Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the Employer prior to this Agreement are retained by the Employer, and may be exercised without prior notice to or consultation with the Union.

9.2 Nothing in this Agreement shall be construed so as to limit or impair the right of the Employer to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement:

- A. To manage the police department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
- B. To determine the purpose and functions of the police department in its constituent divisions, bureaus and units.
- C. To perform those duties and exercise those responsibilities which are assigned to the Employer by federal and state law, or by City ordinance.
- D. To determine and adopt the policies and procedures, standards, rules and regulations as they are deemed by the Employer to be necessary for the operation and/or improvement of the Pensacola Police department, and to manage and direct management, administrative, supervisory and other personnel. The Employer will act in accordance with the agreement on these matters.
- E. To alter or vary past practices and otherwise to take such measures as the Employer may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this Agreement.

- F. To set the methods, means of operations and standards of services to be offered by the police department and to contract such operations/services to the extent deemed practical and feasible by the Employer in its sole discretion.
  - G. To determine and re-determine job content, workload and work force size.
  - H. To decide the number, location, design, and maintenance of the police department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary to the Employer.
  - I. To determine the qualifications of all employees of the police department. To select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the police department consistent with the existing provisions of law, Personnel Administration Policy and terms of this agreement.
  - J. To discharge, demote, or suspend any employee of the police department, or to relieve such employees from duty, and to take other disciplinary action against such employees, for just cause.
  - K. To establish, implement and maintain an effective internal security practice.
- 9.3 If, in the discretion of the Mayor or designee or his designee, it is determined that civil emergency conditions exist, including but not limited to: riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, with the exception of pay scales and benefits.
- 9.4 The Union recognizes that the Employer and the police department have certain obligations to comply with federal, state and local laws, ordinances. Such matters shall not be subject to the grievance and arbitration procedures provided in this agreement.
- 9.5 The Employer hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States, as well as the Charter of the City of Pensacola.
- 9.6 Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the Mayor or designee, as provided by law.

## **ARTICLE 10 RESERVED**

## **ARTICLE 11 BILL OF RIGHTS**

- 11.1 Whenever a law enforcement officer is under investigation and subject to interrogation by members of his or her agency for any reason, which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted in accordance with F.S.S 112.531-112.536:
- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

- (b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, or police unit in which the incident allegedly occurred, as designated by the investigating officer of agency.
- (c) The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one (1) interrogator during any one (1) investigative interrogation, unless specifically waived by the officer under investigation.
- (d) The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he or she shall be informed of the name of all complainants.
- (e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- (f) The law enforcement officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
- (g) The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.
- (h) If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation or interview, he or she shall be completely informed of all his or her rights prior to the commencement of the interrogation.
- (i) At the request of any law enforcement officer under investigation, he or she shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement.
- (j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.

11.2 The law enforcement officer who is a subject of a complaint or allegation shall be notified in writing by the Professional Standards section of the disposition of the complaint or allegation upon the conclusion of the investigation. For active employees, the investigation shall be concluded and the officer shall be notified in writing with the finding of sustained, not sustained, exonerated, or unfounded.

- 11.3 The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.
- 11.4 The parties acknowledge that there is very little established law interpreting the statutory provisions recited in Section 11.1, above. If an arbitrator is called upon to resolve an appeal from a grievance by interpreting a provision of Section 11.1 where there is no judicial or statutory guidance, if the arbitrator determines that the employer's interpretation is a reasonable one, that interpretation shall be applied.
- 11.5 Article 11 shall include F.S. 112. Sec. 532-534 as amended from time to time by the Florida Legislature.

## **ARTICLE 12 DISCIPLINE & DISCHARGE**

- 12.1 Probationary Police Officers, entry-level probationary police officers (as opposed to police sergeants on promotional probation), probationary Sworn Crime Scene Analysts I and probationary Sworn Crime Scene Analysts II, that are dismissed from employment shall have no right to a Board hearing, or to appeal pursuant to this Agreement.
- 12.2 All discipline taken against any bargaining unit employee shall be for just cause. The procedure for dismissals, demotions, and suspensions shall be as outlined in the City of Pensacola Rules and Regulations, Personnel Administration Policy, and Pensacola Police Department Personnel Rules and Regulations, Pensacola Police Department General Orders as they exist at the time of the action is taken.
- 12.3 Non-probationary bargaining unit members shall have the rights provided by Florida Statutes.
- 12.4 Non-probationary bargaining unit members will follow the Grievance Procedure set forth in their Collective Bargaining Agreement. Questions concerning contract interpretation and discipline will be submitted to arbitration.
- 12.5 No suspension with loss of pay shall be implemented until any requested arbitration hearing has been held and an opinion rendered.

## **ARTICLE 13 EMERGENCY SUSPENSION**

- 13.1 Any person holding the rank of sergeant or above shall have the authority to impose emergency suspension with pay until the next business day against a member when it appears that such action is in the best interest of the department.



## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

#### **14.1 General**

The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the Employer and employee or group of employees involving the interpretation or application of this Agreement. An employee covered by this Agreement shall have the right to be represented by the F.O.P., or may waive such right, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement.

#### **14.2 Definition**

A grievance is defined as a dispute involving the interpretation or application of this Agreement. Any grievance filed shall refer to the specific provision(s) of this Agreement alleged to have been violated, and shall adequately set forth the date and the facts pertaining to the alleged violation and the remedy sought.

14.3 Any grievance not processed within the time limits provided in this Article shall be considered abandoned. Provided, however, the time limits set forth in this Article may be extended by joint agreement of the Employer and the F.O.P. (or the employee if appropriate) that is confirmed in writing. The parties may mutually agree in writing to waive any time limits or provisions of the grievance procedure.

14.4 In computing any period of time prescribed or allowed by this Article, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or holiday recognized by this Agreement, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday recognized by this Agreement.

14.5 Any grievance that is filed by or on behalf of a bargaining unit member shall be filed on the approved Grievance Form which is attached at "Attachment B"

14.6 Step 1. Within ten (10) days of the occurrence or within ten (10) days after the employee could reasonably have known of the occurrence (whichever is later), the aggrieved employee shall reduce his/her grievance to writing, sign it, and present it to their Lieutenant/Shift Commander. This Lieutenant/Shift Commander shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The immediate supervisor shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 1 meeting.

14.7 Step 2. If the grievance is not settled at the first step, the grievant may present the grievance through his/her chain of command to the Captain/Division Commander. The grievance must be presented within five (5) days of receipt of the Step 1 response or, if a timely Step 1 response is not received, within five (5) days from the day the Step 1 response was due. The Captain/Division Commander shall obtain the facts concerning the grievance and shall

within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The Captain/Division Commander shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 2 meeting.

- 14.8 Step 3. If the grievance is not settled at the second step, the grievant may present the grievance to the Police Chief. The grievance must be presented to the Police Chief within five (5) days of receipt of the Step 2 response or, if a timely Step 2 response is not received, within five (5) days from the day the Step 2 response was due. The Police Chief shall obtain the facts concerning the grievance and shall within five (5) days of receipt of the grievance conduct a meeting with the grievant and the grievant's representative. The grievant may be accompanied at this meeting by an F.O.P. representative. The Police Chief shall submit a written response to the grievant (with a copy to the F.O.P.) not later than five (5) days following the Step 3 meeting.

#### 14.9 Arbitration

- A. If the grievance is not settled in accordance with this Article, the F.O.P. (on behalf of the grievant) may request arbitration, by providing a written request to the City of Pensacola Human Resources Director his/her designee not later than thirty (30) days after receipt of the Step 3 response or, if a timely Step 3 response is not received, within thirty (30) days from the day the Step 3 response was due. The request shall set forth the specific provision(s) of the Agreement claimed to have been violated. If the request to arbitrate is not received by City of Pensacola Human Resources Director or his/her designee within the thirty (30) day limit, the Employer's Step 3 response shall be final and binding upon the grievant and the F.O.P.
- B The parties to this Agreement will request that an impartial neutral panel of seven (7) arbitrators that reside in the State of Florida from the Federal Mediation and Conciliation Service be assigned to hear the matter. The parties may mutually agree to select an arbitrator without utilizing FMCS. However, if they can't mutually agree on an arbitrator within a reasonable amount of time then the parties will utilize FMCS. This Grievance procedure and the arbitration shall be exclusive to the FOP. Therefore, subject to Sections 447.301 and 447.401, Florida Statutes or other applicable laws, no bargaining unit member may file a grievance or request arbitration without the written authorization from the Union. The arbitration shall be conducted under the rules set forth in this Agreement. Subject to provisions contained herein, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article, and to enforce compliance with the terms and conditions of the Agreement.
- (1) Arbitrability: Issues of arbitrability shall be bifurcated from the substantive issues(s) and, whenever possible, determined by means of a hearing conducted by conference call. The parties may jointly select an arbitrator or utilize FMCS to obtain an arbitrator for this conference call hearing. However, if the parties can't mutually agree on an arbitrator then either party may request a panel list of seven (7) arbitrator names from FMCS. The strikeout method shall be utilized with the person requesting said panel to strike first. The arbitrator shall have ten (10) days from the hearing to issue a decision on arbitrability. The parties agree

that the non-prevailing party at the arbitrability hearing shall be solely liable for the arbitrator's fees not to exceed \$1,000.00 and if said arbitrator's fee exceeds \$1,000.00 then that excess amount shall be equally split between the parties and attorney's fees of the prevailing party up to \$500.00. If the issue(s) is/are judged to be arbitrable, a different arbitrator may then be selected using the above method to hear the substantive issue(s) in accordance with the provisions of this agreement. All other provisions of this agreement shall remain in full force in effect.

- C. Once an arbitrator has been notified of his/her selection, the date for the arbitration hearing will be set as soon as practicable.
- D. All testimony given at the arbitration hearing shall be under oath.
- E. Post-hearing briefs may be filed at the request of either party or the arbitrator.
- F. The arbitrator shall render his/her decision within thirty (30) days of receipt of post-hearing briefs or of the close of the hearing, whichever is later.
- G. The arbitrator shall have jurisdiction and authority to decide the grievance, as defined in this Article. However, the arbitrator shall have no authority to change, modify, amend, ignore, add to, subtract from, or otherwise alter or supplement the Agreement or any part thereof or any amendment thereto.
- H. The arbitrator shall consider only the specific issue(s) submitted to him/her in writing by the parties, and shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, or which is not specifically covered by this Agreement.
- I. Any event that occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.
- J. The arbitrator's decision shall be exclusively based upon specific findings of fact and conclusions which shall be the predicate for any decision. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted at the hearing.
- K. The arbitrator may not issue declaratory or advisory opinions. The arbitrator shall be confined exclusively to the issue(s) presented to him/her, which issue(s) must be actual and existing.
- L. The decision of the arbitrator shall be final and binding on all parties, subject to those challenges permitted by law. However, the authority and responsibility of the Employer as provided by Chapter 447, Florida Statutes, and the Charter of the City of Pensacola shall not be usurped in any manner unless specifically amended or modified by this Agreement.

- M. Each party shall bear the cost of its own witnesses and representatives. The parties shall bear equally the cost of the arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear the cost of it.
- N. It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons whom it represents.

## **ARTICLE 15 FILES**

- 15.1 All files maintained by the City of Pensacola concerning any law enforcement personnel covered by this collective bargaining agreement will, upon written request to the Chief of Police, be purged in accordance with state law.

Files and other materials purged pursuant to this section may not be used as evidence by either party in any disciplinary proceeding.

Upon the completion of any internal investigation, the officer on whom the complaint was made shall be notified. Should the internal file be requested by any public party, every reasonable effort will be made to notify the involved officer(s). If, however, said officer(s) cannot be notified within twenty-four (24) hours, the requested information will be provided within the limits of governing statutes, court orders, etc. In such cases, officers will be notified that information from their files was released.

- 15.2 The Employer will comply with applicable court orders and Florida Statutes, regarding the release of home address, telephone number, social security number, or photograph of active enforcement personnel.

It shall be the right of any bargaining unit member, at reasonable times, to inspect and make a copy of his or her personnel records or internal file. The Human Resources Director and Department personnel shall keep personnel matters confidential within the terms of this Article and applicable statutes.

## **ARTICLE 16 TOBACCO USAGE**

- 16.1 The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.
- 16.2 After September 9, 2003, the City will hire as Police Officers, Sworn Crime Scene Analysts I, and Sworn Crime Scene Analysts II, only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment.

- 16.3 All bargaining unit employees who were hired before September 9, 2003, shall not smoke or use tobacco products on duty while in direct contact with the public, when in uniform in public view, in city vehicles, or in any area designated as a “tobacco free” area.
- 16.4 Employees covered by this agreement are discouraged from tobacco usage and the City agrees to make reasonably available courses to help stop the use of tobacco for those employees wishing to quit.

## **ARTICLE 17 SAFETY AND HEALTH**

- 17.1 The Employer agrees that it will conform to and comply with laws as to safety, health, sanitation and working conditions properly required by Federal, State and local law. The Employer and the F.O.P. will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.
- 17.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the Employer in accordance with established safety practices. Such practices may be improved from time to time by the Employer and the F.O.P. Such protective devices, apparel, and equipment, when provided by the Employer, shall be encouraged to be used.
- 17.3 Employees involved in specialized activities within the department requiring the use of specialized equipment (i.e. self-contained breathing apparatus) may be required to undergo an applicable periodic physical examination to determine fitness to wear the required equipment.

## **ARTICLE 18 FITNESS FOR DUTY**

- 18.1 All members of the department shall maintain good physical condition so they can handle the strenuous physical contacts often required of a law enforcement officer.
- 18.2 All members of the department are eligible for 1 hour of paid time, not including their break to work out at the Police Department Gym during their shift workload permitting.

## **ARTICLE 19 COMPREHENSIVE DRUG AND ALCOHOL ABUSE POLICY AND PROCEDURES**

The City and the FOP agree to follow the provisions of the Florida Drug Free Workplace Act, Florida Statutes 112.0455, except as modified by Appendix C to this Agreement.



**ARTICLE 20  
EMPLOYEE BENEFITS**

**20.1 Death Benefits**

Any alleged violation(s) of this article are not subject to the grievance/arbitration procedure but through competent court of jurisdiction.

**20.2 Training and Education**

**A. Training and Travel Policy**

All requests for training/travel should be submitted on the Request/Report of Training and Travel Funds Form (PF-210PC) ("Training and Travel Form").

Requests for training and travel must be **pre-approved** by the Department Director or designee on the Training and Travel Form. Training and travel requests for Department Directors must be **pre-approved** by the City Administrator or designee on the Training and Travel Form. In addition, employees, who are not regular, full-time employees of the City, must obtain Training and Travel pre-approval from the Human Resources Director or designee. Reimbursement by the City may be denied absent advanced approval.

The Training and Travel Form must include all expenses and list all RPs billed or paid separately and have all required signatures. If funds are being requested in advance, the Training and Travel Form should be submitted to the Financial Services Department for check processing at least fifteen (15) days prior to travel.

**Reconciliation of the Training and Travel Form is due within ten (10) working days after return.** The reconciled Training and Travel Form must be signed by the employee and submitted to the Department Director for approval and signature. The reconciled Training and Travel form for Department Directors must be approved and signed by the City Administrator or designee. The City's Finance Director will review and determine if the reconciliation should be approved for reimbursement. The final determination of the amount paid for training and travel shall be made by the Finance Director or designee.

Expenses are calculated as follows:

|              |                                                                                                                                                 |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Hotel/Motel: | Single, at cost (double at single rate is acceptable). Receipt required. City does not pay Florida State Sales Tax on lodging within the state. |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------|

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|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| M&IE: | General Services Administration (GSA) per diem rates for the travel destination city shall be used. GSA per diem rates are for meals and incidental expenses (M&IE) when total travel and training time exceeds 12 hours. No M&IE per diem is allowable for total travel and training time that is 12 hours or less. M&IE per diem rates for travel destination cities are available on the GSA website at <a href="http://www.gsa.gov/perdiem">www.gsa.gov/perdiem</a> . The Breakdown of M&IE per diem rates for the first and last day of travel shall be |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

utilized. Incidental expenses incorporated in the M&IE per diem include but are not limited to all tips given to parking attendants, porters, baggage carriers and hotel staff.

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Transportation:       | <i>Airfare:</i> reimbursed at cost for coach fare only; receipt required.<br><i>City vehicle:</i> reimbursement for fuel at cost for travel within the State of Florida only; receipts required.<br><i>Private vehicle:</i> reimbursement at mileage rate set by City, not to exceed cost of airfare and ground transportation. Form PF210PC reflects mileage rate.<br><i>Cabs, buses, taxis, parking;</i> reimbursed at cost; receipt required. |
| Tuition/Registration: | Reimbursed at cost; receipt required.                                                                                                                                                                                                                                                                                                                                                                                                            |

**Baggage:** When an airline charges a fee for baggage, reimbursement will be made at cost for one bag only; if the first bag is free, no reimbursement will be made. If your personal bag exceeds the restrictions and you are charged extra, the City will not reimburse.

**Fly vs Drive:** If flying is less expensive than driving and the employee chooses to drive, the mileage reimbursement may be limited to the airfare and ground transportation calculation. As a tip - when comparing flying to driving, the flight cost should be based on departure in and out of the Pensacola International Airport given your flight parameters with at least two weeks' advanced ticketing.

An accounting of monies is required within 10 working days after return. Itemized receipts must accompany report of funds spent. In the event that the 10 working day settlement cannot be met, the employee will be precluded from receiving advances and/or reimbursements for subsequent travel until settlement of the previous trip.

The final determination of the amount paid for training and travel shall be made by the Finance Director or designee.

## **B. Educational Reimbursement Plan**

The educational reimbursement program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola. Individual courses that are part of a degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position. The City of Pensacola may reimburse employees for the costs of obtaining undergraduate or graduate degrees in a position with the City of Pensacola. Employees should contact Human Resources for more information about educational reimbursement.

Employees requesting educational reimbursement must prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the Director for approval prior to class registration. The Director will determine if funds have been budgeted and are currently available in the Department's budget. The City will budget \$30,000 toward the educational reimbursement annual total for members of the all

three FOP collective bargaining units (Officer, Sgt, and Lt). If 75% of the funds are allocated during a fiscal year, the Pensacola Police Department Budget and Planning Specialist will notify the FOP Lodge 71 President. Each course must be part of a curriculum related to an employee's present position with the City of a reasonable promotional objective as determined by the Human Resources Director. Once this determination has been made, then the approved request form (PF 202) will be submitted by the Director to the Human Resources Department, before course registration commences.

In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the department director to be forwarded to the Human Resources Director for final review and payment.

When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of "C" or better. If a collective bargaining unit member receives payment from another source, the City will only reimburse the amount of tuition not otherwise covered.

The City encourages all employees to utilize courses offered by the University of West Florida or Pensacola State College. Approved reimbursement will be made at the prevailing hourly course rate for "in state" students, utilized at the University of West Florida or at Pensacola State College, respectively.

Employees who otherwise meet the educational reimbursement criteria set forth above but who elect to attend a college or university other than the University of West Florida or Pensacola State College may receive reimbursement in an amount not to exceed the higher rate of the University of West Florida or Pensacola State College. The City will not be responsible for payment to that institution, if the rate exceeds the prevailing "in state" rate of the University of West Florida or Pensacola State College.

Employees seeking to receive educational reimbursement from the City of Pensacola shall accept a contractual employment condition obligating the employee to remain in the employment of the City of Pensacola for a period of six months for each fifteen (15) hours of paid reimbursement. This obligation shall be cumulative in nature. Employees who voluntarily sever employment with the City of Pensacola prior to fulfilling the employment obligations set forth above shall reimburse the City of Pensacola for any remaining balance of educational reimbursement, and employees will be obligated to consent to pay such balance from any funds in the possession of or managed by the City of Pensacola before any remaining balances are paid to the terminating employee.

Employees receiving tuition payment for vocational credits such as enrollment in the fire or police academy are subject to a repayment agreement to be executed by the employee prior to entering into the vocational education program. In the event that such an employee should voluntarily terminate his or her employment with the City within two (2) years of receipt of the amount paid by the City to attend the fire or police academy, the employee shall be contractually responsible for repayment to the City of the cost incurred to attend such school. Employees will be required to consent in advance to allow the City to recoup such funds from any funds in the possession of or managed by the City of Pensacola prior to the employee receiving the balance of such funds after reimbursement has been made.

(1) **Required Courses**

The City will reimburse 100% of the tuition, books, and fees for any employee attaining a “C” grade or better in a course that is required by the City. Upon completion of the course, all books or course material will become property of the City.

(2) **Voluntary Job-Related Courses**

The City will reimburse 100% of the tuition only for any employee who voluntary takes a course which is directly related to their job, and who attains a “C” grade or better in the approved course. Department Directors will be the signing authority on determining if a course is job related, along with review by the Human Resources Director for reimbursement purposes.

(3) **Non-Job Related Courses**

The City will reimburse 50% of tuition only for any employee who voluntary takes a course and who attains a “C” grade or better even though that course is not job related.

(4) **High School Diploma**

Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition, book, or fee expenses they may incur.

(5) **Tax Status**

All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service. Employees may have to report any amounts received under the Education Reimbursement Plan as taxable income.

20.3 **Reimbursement for Use of Personal Vehicle**

Where an employee is required to use his personal automobile in the performance of his duty, said employee will be reimbursed as prescribed by Section 20.2.

20.4 **Comprehensive Medical Coverage**

The insurance programs will be optional to all eligible employees. For those employees electing to participate in the program, the City will make contributions towards the cost of such insurance, in the same amounts as it makes for all other non-managerial City employees. Those employees who elect to participate in the City’s group insurance programs will pay a share of the total premium through deductions from payroll, for the cost not paid by the City.

20.5 The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article.

## **ARTICLE 21**

### **TRAINING ATTENDANCE**

#### **21.1 Policy**

It is the policy of the Pensacola Police Department that its employees be properly trained. Training should be a continuous process throughout the career of individual employees, and should develop specialized skills and knowledge within the framework of a police generalist. Training attendance shall be within the framework of department procedures.

#### **21.2 Procedure**

##### **A. Mandatory Training**

1. This is training an officer/employee is directed by the department to attend.
2. It is the responsibility of an immediate supervisor to:
  - a. Reschedule days off so as not to conflict with attendance whenever possible
  - b. When rescheduling is not possible, compensatory time shall be given and forwarded through proper channels.
3. All employees who attend mandatory training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee shall reimburse the department for all tuition expenses incurred by the department on their behalf.

##### **B. Out-of-Town Specialized Training**

1. An officer/employee may submit their name for consideration to attend a particular specialized "out-of-town training," which is not designated for salary incentive.
2. If the training is approved, it is the responsibility of the officer/employee's immediate supervisor to:
  - a. Carry the attending employee on the payroll as "Special" and name the type of training.
  - b. Carry the attending employee on the payroll as "Day off" when their regular off days fall during the time of absence.
  - c. Whenever possible, reschedule off-duty days to compensate for applicable travel time.
3. It is the responsibility of an attending employee to:

- a. Furnish a training course application that has been sent through the chain of command and a copy of the training announcement to Training at least 30 days prior to the requested training.
  - b. Furnish Training with required receipts (hotel, gas, tuition, airfare, etc.), within five days of completing the requested training.
4. Reimbursements for training and travel are based on the policy guidelines set forth in the City of Pensacola Human Resources Policy Manual, Section 3-14.
5. All employees who attend specialized training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee shall reimburse the department for all tuition expenses incurred by the department on their behalf.

**C. Voluntary Training**

1. Voluntary training is any training an officer/employee may attend at any training institution on their off-duty time.
2. No compensatory time or overtime will be authorized while the officer/employee attends voluntary training.
3. Employees who wish to attend approved job-related training on their own time will clear enrollment and paperwork through the department's Training section.
4. Employees who wish to further their education to the highest level possible may do so while off-duty and receive reimbursement under the City of Pensacola's Education Plan.
5. All employees who attend voluntary training and fail to successfully complete that training without sufficient justification in the opinion of the Chief or his designee, shall reimburse the department for all tuition expenses incurred by the department on their behalf.

- D. If the interpretation of the above provisions are perceived to have been arbitrarily applied, the employee may file a grievance not subject to arbitration.

## **ARTICLE 22 UNIFORMS & EQUIPMENT**

- 22.1 The **Employer** shall furnish uniform(s) to all sworn personnel who are required to wear such uniform(s) in the performance of their duties as set forth in the Rules and Regulations of the Pensacola Police Department. Uniforms shall include all necessary equipment for the officer's performance of duty as a police officer including weapons, leather goods, foul weather gear, boots, cold weather gear and safety equipment, except socks and under



garments.

- 22.2 (a) The **Employer** will pay for the repair or replacement of property covered by this Agreement that is damaged while on duty, subject to the limitations provided in Sections 22.2 (b) through (e).
- (b) Any **Employer**-issued uniforms or equipment and any employee-owned personal property (as defined in Section 22.2 (c)), damaged, destroyed, lost, or stolen while an officer is acting in performance of his/her official duties shall be replaced or repaired (whichever costs less) by the **Employer** at no cost to the employee, provided that the damage, destruction or loss was not the result of the employee's negligence, or carelessness. Claims must be supported by reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Chief.
- (c) Employee-owned personal property is defined as that personal property necessary for the performance of official duties, prescription eye glasses, contact lenses, watches, false teeth, or partial plates. It shall not include telephones, pagers, or electronic devices of any kind. Jewelry is not considered related equipment.
- (d) If the loss is covered by any insurance policy owned by the victim employee, then the City will be reimbursed for any replaced items in the amount allowed and paid by the insurance company.
- (e) In no event will the **Employer** pay more than three hundred dollars (\$300) for a watch or a cell phone, one hundred (\$100) for any pair of sunglasses, and three hundred dollars (\$300) to repair or replace all other property listed in Section 22.2 (c).
- 22.3 Any non-uniform clothing damaged or destroyed while an employee is acting in the performance of their official duties shall be repaired or replaced (whichever is the lesser cost of the two) by the **Employer**. Such claim for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Police Chief.
- 22.4 Employees who are required to wear business attire (e.g. dress coats or dress shirts and ties for men and civilian attire for women) during duty hours shall be entitled to a clothing allowance of three hundred dollars (\$300) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.
- 22.5 Employees in the Vice & Narcotics, and Tactical Unit who are required by the **Employer** to wear non-uniform type of clothing during duty hours shall be entitled to a clothing allowance of three hundred dollars (\$300) paid quarterly. Quarterly reimbursements shall occur the first pay period following the end of the quarter, provided the employee has worked or was on paid leave at least ten (10) days in each month of the quarter.

**ARTICLE 23**  
**MISCELLANEOUS PROVISIONS**

- 23.1 In any legal action, wherein an employee covered by this Agreement is sued as an individual, for damages, which arises from their official duties, the **Employer** hereby agrees that it will provide legal counsel for said employee in accordance with Section 111.07, Florida Statutes. The employee shall have the right to retain an attorney of his choice at the employee's expense to defend the employee in any individual claim.

**ARTICLE 24**  
**SECONDARY EMPLOYMENT**

- 24.1 Off-duty employment of a security nature conducted according to the procedures set forth below is authorized by the Pensacola Police Department because it confers a substantial benefit upon citizens by allowing an expanded law enforcement presence at minimal expense to the City.

However, officers engaged in off-duty security employment should remain constantly aware that they are law enforcement officers utilizing equipment provided by the City of Pensacola while engaging in such activities, and they are perceived by the public as on-duty officers. Therefore, all officers are directed to conduct their behavior while working off-duty in exactly the same manner and following all applicable policies and procedures as though they were working on their scheduled tour of duty. The compensation is provided by an entity other than the City of Pensacola does not diminish an officer's responsibilities and can never be allowed to present a conflict of interest between the entity providing compensation and the paramount responsibility as a police officer.

Under no circumstance will any officer working off-duty disregard any law enforcement responsibility or violate any policy or procedure of the Pensacola Police Department at the request or at the direction of an off-duty employee. Independent judgment as a law enforcement officer must prevail in every situation.

A police officer is authorized by Florida Law (F.S.S. 790.052) during off-duty hours – at discretion of their superior officer – to perform law enforcement functions normally performed during work hours. Pensacola Police officers are authorized by the Police Chief to carry firearms off-duty and to perform law enforcement functions for off-duty employment normally performed during duty hours.

Members engaging in permanent business or employment shall submit a request for permission to do so to the Police Chief.

**24.2 Procedure**

**I. Police Related Employment**

**a. Temporary (city property)**

- i. Shall be coordinated through the designee of the Police Chief.
- ii. Responsibilities of the designee of the Police Chief are to:

1. Provide names of volunteers for each event based upon the order of request to participate.
2. Provide for wages and working conditions consistent with the law enforcement function.
3. Provide for notification of the Communication Center when officers report for their tour of duty.

**b. Temporary (non-city property)**

- i. May be coordinated by the individual member involved.
- ii. Responsibilities of the coordinator are to:
- iii.
  1. Provide for wages and working conditions consistent with the law enforcement function.
  2. Notify the Communications Center with reporting for duty as to the location, length of tour of duty and number of the vehicle being used.

**c. Permanent**

- i. This employment spans more than three calendar days within a six (6) month period
- ii. It may be coordinated by the individual member involved.
- iii. Responsibilities of the coordinator are to:
  1. Provide for wages and working conditions consistent with the law enforcement function.
  2. Complete necessary forms and forward to the Police Chief for review and forwarding to the City of Pensacola's Personnel Administration Board prior to the initial date of employment.
  3. Notify the Communications Center with reporting for duty as to the location, length of tour of duty and number of the vehicle being used.

**II. Non-Police Related Employment**

- a. This shall confirm to Standards of Conduct expected for a law enforcement officer and may be temporary or permanent.
  1. Temporary work spans three days or less within a six (6) month period.
  2. Shall be coordinated by the individual member involved.
  3. Not required to notify the Communication Center.
- b. Permanent work spans more than three calendar days within a six (6) month period.
  1. Shall be coordinated by the individual member involved.
  2. Individual member shall complete necessary forms and forward to the Police Chief for review and forwarding to the City of Pensacola Personnel Administration Board prior to initial date of employment.

**III. Administration**

**a. Coordination of effort**

- i. All requests for police related off-duty employment, where two or more officers will be involved, shall have prior approval from the designee of the Police Chief.

- ii. The coordinator of such events shall review the request with the designee of the Chief of Police prior to the outside employer.

**b. Forms**

- i. The City of Pensacola Outside Employment Form – PF-405 shall be submitted prior to the date of employment through the proper chain of command to the designee of the Chief of Police.
- ii. The City of Pensacola Termination of Outside Employment Form – PF-406 shall be submitted within two weeks of final termination of employment through the proper chain of command to the designee of the Police Chief.

**c. Communications Center**

- i. The Communications Center shall immediately notify the shift commander of personnel working off-duty in a police related position. This information shall include:
  - 1. Radio number.
  - 2. Permanent ID number
  - 3. Location of employment
  - 4. Hours of employment
  - 5. Vehicle number
- ii. The Communication Center shall keep a permanent record of all off-duty information provided to them and shall print a list of such information every night at midnight to be forwarded to the designee of the Police Chief.

**d. Supervisor notification**

- i. An on-duty patrol shift supervisor shall be notified immediately of any incident requiring official police action.
- ii. Any police action required of an officer working in an off-duty position shall change the status of the position to that of an on-duty position.
- iii. Any officer involved in circumstances that change the status of a position to on-duty shall complete proper forms for overtime compensation.

**e. Length of tour of off-duty employment**

- i. No officer shall accept off-duty employment for a period of time that would reduce their alertness and/or effectiveness as a law enforcement officer to a point where they present a danger to themselves or others.
- ii. It shall be the responsibility of the immediate supervisor (i.e., sergeant for police officers, lieutenant for sergeants) to determine if their subordinates are fit for duty.
- iii. When this issue is raised, the officer making the determination shall take into consideration the total on-duty and off-duty hours that have been worked within the last sixteen (16) hours.
- iv. The shift command supervisor shall be vested with authority to immediately terminate any duty the officer may be assigned at the time such determination is made.
- v. If the violation occurs while an officer is working off-duty, the shift command supervisor shall attempt to make arrangements for a replacement officer to finish the tour of duty in question.
- vi. The shift command supervisor shall file a Report to the Chief through the chain of command for review and final determination of what disciplinary

actions may be taken toward the officer.

**f. Inappropriate requests**

- i. Any officer receiving an attempted request for action by an off-duty employer which the officers feels is inappropriate, (i.e., off-duty employer asks the officer to do something that should not be done as a police officer) shall submit a letter to the Police Chief.
- ii. That letter shall detail the circumstances, location and name of the off-duty employer.

**ARTICLE 25  
LIFE INSURANCE**

- 25.1 The Employer will provide a basic life insurance of \$25,000 for employees covered by this agreement.

Additional life insurance is optional for employees covered by this agreement and their dependents.

- 25.2 The City reserves the right to reduce or increase the benefits payable under coverages, to alter or cease any coverages, to raise or lower any “out-of-pocket” amounts and to raise or lower any deductibles and otherwise determine the coverage to be made available and the premium costs of the same, provided that such benefits, coverages, amounts and deductibles remain the same as those made available to all other non-managerial City employees.

- 25.3 The Union will be notified of any change in the insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article.

**ARTICLE 26  
INJURY-IN-LINE-OF-DUTY/DISABILITY BENEFITS**

- 26.1 **Compensation for Job – Incurred Injury or Illness**

**A. General**

The State of Florida has a Worker’s Compensation statute to which the City of Pensacola adheres. The purpose of this coverage is to provide some degree of payment to those employees who become temporarily or permanently disabled due to illness or injury incurred on the job. The following rules will serve to delegate responsibility for proper handling of all such cases, claims, and relevant forms.

In compliance with the Federal Americans with Disabilities Act, the Family Medical Leave Act, and other applicable federal and state laws, each employee injured in a job-related accident will be assured of their job when released to return to duty. If the employee is unable to return to their normal job, every reasonable effort will be made to ensure that the employee will be placed in another position within the City structure commensurate with their physical limitations.

Upon injury or illness and filing of the First Notice of Injury or Illness report where lost time from work or medical expenses are incurred, a letter will be sent to the injured employee notifying the employee that in the event they are unable to resume their usual duties due to physical limitations from the injury or illness, every reasonable effort will be made to ensure that they will be placed in another position within the City structure commensurate with their physical limitations.

**B. Report of Injury and Examination**

Each incident involving bodily injury sustained on the job by a City employee shall be reported to the employee's supervisor during the course of the shift in which the accident occurred. The employee shall be referred to the City Clinic where a preliminary examination will be made and the Injury or Illness Report is initiated. A copy of this report shall be returned immediately to the employee's supervisor and the Human Resources Department. In cases of severe injury or extreme emergencies the injured employee should be taken to the nearest hospital emergency room and the supervisor should notify the City Clinic.

If in the opinion of the nurse or physician the injury requires more advanced or specialized treatment, the employee will be referred to the physician chosen by the City. The attending physician upon examination shall then determine, in conjunction with the City Physician:

- (1) the need for further examination or treatment,
- (2) the extent to which the employee may work,
- (3) the need for loss of time from work for treatment, rest, hospital care, or a combination of these.

The City Clinic shall keep the employee's supervisor informed as to the condition of the employee and estimated length of time that the employee will be off duty. Where loss of time from work is indicated, the City Clinic, with assistance from the Human Resources Department, shall arrange for continuation of proper medical care and supervision. The City Clinic must approve all time off from work.

When transitional duties or accommodations are indicated or appropriate, these shall be arranged by the City Clinic, the supervisor, and/or Department Director with approval of the Human Resources Director. If the employee is unable to return to their normal duty due to physical limitations set forth by their physician, in accordance with the Americans with Disabilities Act, every reasonable effort will be made to ensure that the employee will be placed in another position with the City structure that accommodates their physical restrictions.

In all cases, the City Clinic shall arrange for the initiation of proper State Compensation forms as required (these are mandatory in all cases regardless of loss time or incurrence of medical expense).

**C. Temporary Total or Temporary Partial Disability**

All time off work due to a job-related injury/illness must be approved by the City



Physician/City Nurse.

If loss time is incurred, continuation of salary under Florida Statute requires that a compensable injury or illness be paid for at the rate of 66 2/3 % of the employee's average earnings to a maximum as established by the State. However, the City will compensate in the following manner for each temporary total or temporary partial disability caused by an initial on the job injury. In determining the period of time listed below, all absences shall be cumulative calendar days.

- (1) The injured employee may be paid 100% salary for no longer than ninety (90) day, without using accumulated leave.
- (2) During the above ninety (90) day period of 100% compensation, the employee will receive all workers' compensation monies and those amounts will be deducted from the employee's normal salary.
- (3) After the ninety (90) day period, an employee may at their option use up to thirty (30) days accumulated PTO leave. The employee will then keep their Worker's Compensation checks without further payroll deductions. To qualify for compensation from the City funds, the employee must present sufficient evidence of their disability and the City Physician shall determine the eligibility of such claims. At the end of the ninety (90) day loss time period for an "on-the-job" injury, when no other leave is available, the employee must return to full active duty or be placed in another position within the City structure that is commensurate with their physical restrictions. This is to be determined by the City Physician, in conjunction with the Human Resources Director.
- (4) At the end of the ninety (90) day period, plus the expiration of accumulated PTO leave, used at the employee's option, an employee must have returned to work in his/her normal duty or other duty within the City structure commensurate with their physical restrictions. It is the intent of this section that no employee shall remain off work and be on the regular payroll for any more than ninety (90) days, plus a maximum of thirty (30) days of accumulated PTO leave due to an on-the-job injury.

**D. Recurring Injuries**

For recurring complications relevant to a particular previous lost-time injury following a return to active duty, the City of Pensacola will begin compensation as of the first day of the recurrence provided the employee has reported such on the first day of the recurrence to the City Clinic, and the City Physician or City Clinic has given authorization for leave.

**26.2. Disability Benefits**

Any alleged violation(s) of this article are not subject to the grievance/arbitration procedure but through competent court of jurisdiction.

## 26.3 Return to duty examinations

If the city requires an employee to be examined by a doctor chosen by the city, the city will agree to reimburse the employee the total cost of the examination if the employee is not covered by health insurance. If the employee is covered by health insurance the city will agree to reimburse the employee the employee's co-pay.

## **ARTICLE 27 PERSONAL TIME OFF (PTO) LEAVE**

### 27.1 Leaves of absence.

#### (1) Purpose.

Personal time off (PTO) is established for the purpose of providing employees leave for a variety of reasons such as vacation, personal business, illness, medical or dental appointments, and family. It replaces leave formerly known as sick and annual leave.

#### (2) Employee responsibility.

Employees are required to arrange and obtain prior/advance approval of personal time off leave. In the case of illness, supervisors can consider same day request.

- a. In any case of absence on account of illness, an employee may be required by his department to file a doctor's certificate with the city clinic, and all absences due to illness or injury of more than three (3) days' duration shall require the employee to provide a doctor's certificate to the city clinic stating:
  1. The nature of illness or injury;
  2. That the employee was incapacitated for work for the duration of his absence;
  3. The employee is physically able to return to work and perform his duties;
  4. That the employee has no contagious disease, which would jeopardize the health of other employees.
- b. If an employee is habitually or chronically absent, a supervisor may require medical evidence to be provided to the city clinic concerning any illness or injury beginning with the first day of absence.
- c. If an employee is absent and an excuse is felt necessary, an activity head or department director may request the city nurse to verify the reason for absence.

#### (3) Record keeping.

No employee will be granted personal time off leave unless the time requested has already accrued prior to the leave period. Personal time off leave request shall be for a period of not less than one (1) hour and shall be in increments of not less than one (1) hour.

(4) Accrual of time.

Employees covered by this agreement will be credited twenty-four (24) hours personal time off for each month of service. Hours of PTO leave will be available for immediate use as soon as accrual has been posted. Upon leaving the service of the city, if the employee has less than ten years of service, the PTO payout will be calculated at twenty-five percent (25%) of the employee's leave balance. After the employee reaches ten (10) or more years of service, the payout percentage will be calculated in accordance with the payout schedule on file in the office of the city clerk, as approved by city council.

(5) Separation from service.

Employees who are separated from the service of the city in good standing by retirement, resignation, or layoff shall be paid a percentage of their personal time off (PTO) leave based on their accumulation and years of service. In no case shall an employee be paid against whom disciplinary action is being taken or is otherwise leaving city employment not in good standing. All leave paid to employees of the city shall be in accordance with the payout schedule, as approved by the city council and on file in the office of the city clerk. Such schedule may be modified from time to time upon approval by the city council by motion, resolution or ordinance.

## **ARTICLE 28 LEAVE SHARING**

- 28.1 A leave sharing program is hereby established for all classified civil service and administrative professional, non-civil service appointed employees. The Mayor or designee shall establish the procedure by which the Human Resources Director shall administer the leave-sharing program. This leave-sharing program shall be administered in keeping with the area practices and within the financial limits as set forth by the council. Unless otherwise provided for by the council or by law, shared personal time off (PTO) leave of more than 30 days shall be considered non-salaried supplement, and shall not be utilized in the calculation of pensions, deferred compensation(s), longevity and other benefits.

**A. Scope and Purpose**

The leave sharing program will allow employees to donate unused Personal Time Off (PTO) leave to co-workers who are seriously ill or have family members who are ill, and have exhausted their own leave.

This leave-sharing program operating on a case-by-case donation basis encourages employees with unneeded leave to donate leave to employees coping with personal tragedy.

**B. Eligibility**

The employee requesting donations of leave must have:

1. worked for a minimum of six (6) months; and
2. exhausted all earned leave.

**C. Leave Use**

Request for leave can be made for:

1. the employee's own serious health condition as defined by the federal Family and Medical Leave Act, or
2. the serious health condition of a family member, defined, as spouse, children, stepchildren, parent, stepparent, brothers, sisters, stepbrothers, stepsisters, mother in law, father in law, grandparents, grandchildren, aunt or uncle.

**D. Leave Donation Restrictions**

Employees can donate up to half the leave they have nine (9) months donated leave, donated leave of more than 30 days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, deferred compensation(s), and accrual of time credited to an employee's longevity. The city will continue to pay their portion toward the group insurance plans, social security replacement, and longevity pay. Donated leave is not considered time worked, and the employee receiving the donation will not accrue leave in their PTO account while on donated leave. Donated leave must be submitted in advance for use and cannot be used retroactively.

**E. Administration**

An employee donating leave must complete a leave transfer form (PF-306) and turn the form into the Human Resources Office for verification of leave balance. This form will be forwarded to the Finance Department for processing. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

**F. Tax Treatment**

Employees who donate leave are not subject to any taxes because of their donation. However, employees who receive donated leave are subject to regular income tax and it will be reported as income.

## **ARTICLE 29 FUNERAL LEAVE**

- 29.1 Employees may be granted time off without loss of pay to attend the funeral of an employee of the Police Department so authorized by the Police Chief or designee.
- 29.2 At the time of a death of a member of the employee's immediate family, an employee may be granted up to three (3) days off without loss of pay as bereavement leave, not otherwise chargeable. The term, "immediate family", as used in this section, shall mean an individual's spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step-parent, step-children, and other relatives who permanently reside with the individual. Special consideration may also be given by the Police Chief to any other person who has had a close, long-standing, personal relationship with the employee where such a person acted similar to and/or stood in the place of a mother, father, brother, sister, or grandparent of the employee.

## **ARTICLE 30 MILITARY LEAVE**

- 30.1 Military leave will be considered as any leave necessary to fulfill military obligations with a branch of the Armed Forces of the United States. Only branches of the Armed Forces, which are, or usually serve as, combat units are to be considered.

### **A. Extended Military Leave**

Persons will be granted extended military leave will forfeit all employee benefits while on active duty, but will be accorded reinstatement or reemployment privileges, as required under and in accordance with Florida Statutes 295.095 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Extended military leave will be granted upon the following conditions:

- (1) The employee has received notification from proper authority to report for active duty with the Armed Forces.
- (2) The official notice of induction, or recall, into active duty, or a verified copy of same, must be presented to the Human Resources Department within five (5) days of receipt by the employee. A record of this notice is to be recorded in the employee's file.
- (3) Upon honorable completion of military obligations, former employees must present their request in writing to the Human Resources Director within one (1) year of the date of separation from military service to be eligible for reemployment benefits.
- (4) Upon resumption of active employment with the City of Pensacola, the employee will be given credit for acceptable service performed prior to entering the military for seniority purposes, and for pension purposes when

the pension law is complied with. Time spent on extended military duty shall count for longevity purposes and without loss of vacation leave, pay, time, or efficiency rating, except in the case of pensions whereby authorized. Said employee shall be given benefit of any range increases granted for the position vacated during military absence.

- (5) Employees on extended military leave are entitled to two hundred forty (240) hours at full pay in any one annual calendar period. In addition, per each military activation the City will:
  - (a) Supplement the employee's military salary to the extent that will equal the amount earned at the time they were called to active duty. The supplement would continue for a period up to six months.
  - (b) Continue all other employee benefits such as time accrual for purposes of annual, sick, (band personal time off leave, annual increments, longevity and pensions; insurance and deferred compensation, provided the employee maintains his or her contributions as previously arranged. Benefits would continue for a period up to six months.

**B. Military Leave for Training Purposes**

- (1) Section (1) of Florida Statute 115.07 requires the City to grant leaves of absence to City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard without loss of vacation leave, pay, time, or efficiency rating. This leave is required on all days during which the City employee is engaged in training ordered under the provisions of the United States military or naval training regulations regardless of whether they are assigned to active or inactive duty.
- (2) Effective July 1, 2010, Florida Statute 115.07 gives a maximum period of 240 hours in any one annual calendar year period for this type of leave of absence. Administrative leaves of absence of periods in excess of 240 hours are to be without pay.
- (3) Employees requesting leave under these provisions must submit a verified copy of their notification for duty with completed Personnel Leave (PF-301) or (PF 300), to their Department Director at least two (2) weeks in advance.



## **ARTICLE 31 HOLIDAYS**

- 31.1 Employees in the bargaining unit shall observe those days established by this Agreement and Council Ordinance which consist of the following:

January First (New Year's Day)  
Third Monday in January (Martin Luther King's Birthday)  
Last Monday in May (Memorial Day)  
July Fourth (Independence Day)  
First Monday in September (Labor Day)  
November Eleventh (Veterans' Day)  
Fourth Thursday in November (Thanksgiving Day)  
Day after Thanksgiving (Day after Thanksgiving Day)  
December Twenty-Fifth (Christmas Day)

- 31.2 When any employee is required to work on a day observed as a holiday pursuant to Section 31.1, the employee shall be paid one and one-half the regular rate of pay for the time worked.
- 31.3 Employees required to work on a holiday shall receive an alternate day off, of the employee's choosing, as work schedule permits. This "alternate" day must be taken within twelve (12) months of the date it was granted. It cannot be carried over nor can the employee be compensated if the "alternate" holiday is not taken.
- 31.4 In addition to the above named fixed holidays, the City of Pensacola allows each employee to observe two working days per calendar year as personal holidays; however in the first year of employment individuals who start working during the months of January, February, and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year. Personal holidays may be scheduled on days of the employee's choice, subject to the approval of the employee's respective supervisors and the Police Chief. The Police Chief retains the right to adjust the schedule based on work requirements. The holiday must be taken as a whole day.

Personal holidays must be taken during the calendar year and cannot be carried over from one calendar year to the next nor be paid for if not taken.

### Anniversary Day.

- 31.5 Employees shall receive one day of leave at the completion of each five (5) year-interval of service (i.e. 5, 10, 15, 20, etc.) The anniversary day must be taken within one year of reaching the milestone anniversary or the day will be forfeited.
- 31.6 If the majority of the employee's work shift falls on a holiday, that employee will be compensated for the entire holiday.

**ARTICLE 32**  
**HOURS OF WORK AND OVERTIME PAYMENT**

**32.1 Purpose of Article**

The purpose of this Article is to define hours of work; however, nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time except as may be specifically provided herein. It is understood and agreed that the Pensacola Police Department is a twenty-four (24) hour, seven (7) days per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of manpower to suit the needs and requirements of the Office of the Chief, provided that contract requirements regarding notification and overtime will be met.

**32.2 Work Period**

The work period for bargaining unit members covered by this Agreement shall be a period of twenty – eight (28) consecutive days which may begin on any day of the week and the regular work schedule during that period shall consist of one hundred sixty (160) hours.

**32.3 Overtime Pay**

- (A) **Overtime based on time worked in work period** -- Bargaining unit members covered by this Agreement shall be compensated at time and one-half for all hours worked in excess of one hundred sixty (160) hours in a work period except as otherwise provided in the Agreement. It is understood and agreed by the parties that any specific provisions of this Agreement providing for payment of overtime will supersede this Section 32.3 (A).
- (B) **Overtime for more than 16 hours of work per day** -- Double time shall be paid for all hours worked in excess of sixteen (16) hours in a continuous work shift.
- (C) **Special Overtime Pay** – Shall be overtime hours that are paid at 1 ½ times the normal rate of pay for wages and is not subject to being reduced by the number of hours worked in a pay cycle. Special Overtime pay will include overtime worked but shall exclude shift overage, court time, and hours worked for department sponsored activities or demonstrations (for which comp time is currently granted.)
- (D) **Compensatory Time** -- Bargaining unit members may accrue up to four hundred eighty (480) hours of compensatory time at the discretion of the Chief. Once this maximum amount of compensatory time is reached, compensation for additional overtime hours worked shall be in the form of cash payments. Compensatory time shall be earned at the same rate it would have been paid had cash payment been received.

**32.4 Meal Periods**

- (A) Employees on shifts will be provided a meal period when the workload permits.

- (B) The normal daily work schedule for all other employees covered by this Agreement shall have a meal period not to exceed thirty (30) continuous minutes when the workload permits.

### 32.5 **Authorization for Overtime Required**

No employee may authorize overtime for themselves but shall be entitled to receive overtime as appropriately authorized by their supervisor.

### 32.6 **Off Duty Call with Assigned Vehicle**

Notwithstanding the provisions of Section 32.3 (A) when an officer assigned a vehicle on a permanent basis is off-duty and is required to handle a call by a designated supervisor said employee shall be paid at the regular rate unless such duty required that officer to work in excess of one hundred sixty (160) hours in the twenty-eight (28) day work period, in which case Section 32.3 (A) shall apply.

- 32.7 The **Employer** agrees that it will comply with all provisions of the Fair Labor Standards Act. Provided, however, that any arbitration decision alleged to be contrary to law may be appealed to the judicial system.

### 32.8 **Regular Hourly Rate of Pay for Overtime Calculations**

For the purpose of calculating overtime, the regular hourly rate of pay is defined by FLSA.

- 32.9 When the Chief of Police mobilizes the department emergency operations procedures, per Pensacola Police Department General Order H-1, employees of the bargaining unit will be compensated at an overtime rate of pay for all hours mandated to work during the duration of their emergency operations schedule.

## **ARTICLE 33 COMPENSATION FOR COURT RELATED MATTERS**

### 33.1 **Duty Related Court Appearances**

#### (a) **Payment for Off-Duty Court Appearance**

- (1) When an off-duty employee is subpoenaed to court or other proceedings for testimony or by the State Attorney, Public Defender or Private Attorney, for pre-trial conference or deposition arising from duties performed as a Pensacola Police Officer, he/she will be compensated in the following manner:
  - (A) For all off-duty employees on regular day off or approved leave, a three (3) hour compensation will be credited for an appearance on any given calendar day, or actual time, whichever is greater.

(b) **Payment for Court Appearance Before or After Duty**

- (1) Personnel who are attending court or other proceedings arising out of the course of their official duties, three (3) hours or less before their scheduled tour of duty, shall receive compensation for a minimum of three (3) hours or actual time, whichever is lesser.
- (2) Personnel attending court or other proceedings after tour of duty shall be compensated a minimum of three (3) hours or actual time, whichever is greater.
- (3) If there is no lapse between appearances, it shall be treated as one appearance.

**ARTICLE 34  
WAGES**

**34.1 Pay Range**

- i. On October 1, 2024, the pay range for Police Officers and sworn Crime Scene Supervisors and Analyst IIs shall be a minimum of \$52,520.00 and a maximum of \$80,017.60.

**34.2 Wages**

Members of the Police Officer's bargaining unit shall receive wage adjustments as follows:

- i. October 1, 2024 (refer to appendix attachment D): All members of the bargaining unit will receive pay adjustments based on the attached appendix. Each member will be slotted based on total years of service with the City.
  - a. All lateral hires will be slotted based on total years of service with the City plus 1 year of service for every 2 years of service at other certified law enforcement agencies upon proof provided to the Human Resources Department per section 34.4.
  - b. Pensacola Police Department rehired employees will be slotted based on total years of service with the City plus 1 year of service for every 2 years of service during previous employment with the City. The two for one does not apply to rehires after this slotting. This will not be counted towards the Senior Officer Pay Program per section 34.3 which establishes a continuous service requirement.
- ii. October 1, 2025: All currently employed bargaining unit employees will receive a two percent (2%) wage increase to their base pay (or a base salary of \$52,520.00 whichever is greater) up to the maximum cap of \$80,017.60. These bargaining unit members who are at the maximum cap or exceed the maximum cap because of this pay increase will not receive the equivalent 2%pay increase exceeding the maximum cap as a one-time bonus.
- iii. October 1, 2026: All currently employed bargaining unit employees will receive a two percent (2%) wage increase to their base pay (or a base salary of \$52,520.00 whichever is greater) up to the maximum cap of \$80,017.60. These bargaining unit

members who are at the maximum cap or exceed the maximum cap because of this pay increase will not receive the equivalent 2%pay increase exceeding the maximum cap as a one-time bonus or any other form of compensation.

- iv. For the term of this contract, October 1, 2024 through September 30, 2027 only, after 20 continuous years of service, officers will reach \$80,017.60 base max pay.
- v. Upon ratification, the pay component of this contract is to start October 28, 2024.

### **34.3 Senior Officer Pay Program**

- 1) Members of the Police Officer's bargaining unit shall be eligible for senior officer premium pay of 5% of base salary. This senior officer premium pay shall be regarded as compensation for the computation of Police Pension and Medicare, no other benefits will be paid except as may be required by Federal or State Law. No other benefits will be paid (including the plans created by Chapter 9-6, Article I of the City Code). This pay will be utilized in the hourly overtime calculation rates.

To be entitled to this senior officer premium pay, members of the bargaining unit must have reached each of the following employment milestones of continuous service as a police officer with the City and completed the educational requirements as outlined below.

- a. 5 years of service and 120 hours of Law Enforcement related continuing education courses
  - b. 10 years of service and 80 hours of Law Enforcement related continuing education courses
  - c. 15 years of service and 120 hours of additional Law Enforcement related continuing education courses
  - d. 20 years of service and 120 hours of additional Law Enforcement related continuing education courses
- 2) Senior Officers shall be identified by the hash marks displayed on their long sleeve uniform shirt.

### **34.4 Starting Salary of New Police Officers.**

New Police Officers, Sworn Crime Scene Analysts I, and Sworn Crime Scene Analysts II normally will be employed at the minimum pay of the range. However, where higher beginning pay is required in order to be competitive in the recruitment process, an employee may be employed at a higher pay within the range, not to exceed the maximum of the range. Payment of a higher rate of pay within the range must be recommended by the Police Chief and approved by the Human Resources Director and the Mayor or designee.

### **34.5 Promotions**

A promotion in the classified service occurs when there is a change in an employee's title and the employee is elevated to a pay range for which the minimum pay is higher than the minimum pay in the range currently held. A promoted bargaining unit member will receive a ten (10) percent pay increase, not to exceed the maximum pay of the range. Provided that the maximum pay for the range is not exceeded, the Mayor or designee may grant a pay

increase over ten (10) percent upon the recommendation of the department director and Human Resources Director.

#### **34.6 Demotions**

A bargaining unit member demoted or reduced to a lower class shall be placed in the hourly rate held prior to the promotion, or shall receive a ten (10) percent reduction in salary, whichever wage provides the higher salary. Any other reduction in pay will be upon the recommendation of the director of human resources and approved by the Mayor or designee. In any case the reduced salary is not to exceed the minimum or maximum of the class range.

#### **34.7 Working-Out-Of-Classification**

Bargaining unit members working temporarily in a higher class for more than fifteen (15) calendar days may be paid out-of-class differential pay. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when such vacancy has resulted from illness, an on-the-job injury or a job vacancy. Such differential pay shall begin only after the employee has performed the complete duties for fifteen (15) consecutive calendar days and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the days worked after the fifteen (15) consecutive calendar day period has been completed. The fifteen (15) consecutive calendar days must be worked within the span of fifty-two (52) weeks from the first day of duties performed in the higher classification in order for the employee to be eligible for the differential pay. Out-of-class differential pay shall be the difference between the employee's regular wage and then to which the employee would initially be entitled should they be promoted to said higher class. Out-of-class differential shall be paid with the employee's regular compensation and subject to the same benefits as the regular compensation. Complete records of such out-of-class differential work shall be submitted to the Human Resources Department within two (2) weeks of having performed such work, on forms furnished by that department. The Police Chief shall be responsible for judicious observance of this section.

#### **34.8 Salary Incentive Pay, Shift Differential Pay, Specialized Duty Pay**

The Mayor or designee is hereby authorized to pay the supplemental compensation as outlined in this section. These payments shall be made bi-weekly and shall be considered a non-salaried supplement, and will not be utilized in the calculation of pensions, deferred compensation or other fringe benefits. The Police Chief shall be responsible for judicious observance of this section. No pay hereunder shall be granted unless approved by the Mayor or designee after recommendation by the Human Resources Director.

- (1) To bargaining unit members assigned to work night shifts as designated by the Police Chief an amount equal to a five (5) percent increase.
- (2) Police Officers assigned to the positions listed in this section shall receive an amount equal to a five (5) percent increase:
  - a- Detective
  - b- FTO



- c- K-9
- d- V & N
- e- Polygraph
- f- OIC
- g- Traffic Homicide
- h- DARE (Effective 10/1/04)
- i- SRO (Effective 10/1/05)

#### 34.9 **Canine Care.**

Police Officers assigned to canine duty shall receive seven (7) hours per twenty-eight (28) day cycle of overtime pay. These seven (7) hours are for routine K9 maintenance only. Any additional hours spent on care will be compensated at the overtime rate of pay provided it is documented and approved by the Police Chief.

#### 34.10 **SWAT Officer Premium Pay.**

SWAT Operators will receive a \$1500.00 annual premium paid on a bi-weekly basis. Other SWAT personnel will receive a \$500 annual premium paid on a bi-weekly basis.

### **ARTICLE 35 PENSIONS**

#### 35.1 **Pension Rights.**

1. Effective January 1, 2013 the existing Police Pension Plan will be closed to all new hires; All new hires after January 1, 2013 and all existing officers will be given the option to participate in the Florida Retirement System.
2. Effective January 1, 2013, for those employees who elect to remain in the existing Police Pension Plan, contributions will increase from .5% to 1.5% starting on 1/1/2013, from 1.5% to 3.5% starting on 10/1/2013 and from 3.5% to 5.2% starting on 10/1/2014.
3. On January 1, 2013, contributions to the Social Security Replacement Plan will be changed from mandatory to optional. However, the employee may elect to continue to contribute a portion of pay into the Social Security Replacement Plan, and if so, the City will continue to match up to 6.7%. (This Paragraph does not apply to those employees in the DROP before January 1, 2013).
4. Effective January 1, 2013, employees eligible to participate in the Deferred Retirement Option Program ("DROP") will receive 1.3% interest and will not receive any Cost of Living Adjustment on their Retirement benefits during the period in which they are enrolled in DROP.
5. Effective January 1, 2013, the spousal benefit in the existing Police Pension Plan will be modified to conform to the same spousal benefits offered in the Florida Retirement System. (This Paragraph will not apply to employees who have 20 or more years of service on January 1, 2013).

6. Effective January 1, 2013 the vesting period for the Police Pension Plan will increase from 10 years to 12 years.
7. All new retirees after January 1, 2013 will receive up to a 3% Cost of Living Adjustment for 10 years after retirement. After 10 years, the Cost of Living Adjustment increase will decrease to up to 2% for the life of the retiree (and spouse, if applicable). This COLA shall be calculated in the same manner as the existing Police Pension Plan. This Paragraph does not apply to any employee who retires prior to January 1, 2013 or those employees enrolled in DROP prior to January 1, 2013.
8. Effective January 1, 2013 pensionable income will be calculated on the employee's base pay with no overtime. Overtime which has already been earned on the date of ratification will be used toward calculating average final earnings.
9. For future service, average final compensation will be changed to the average of the last 5 years of compensation for those who retire after January 1, 2013, (This Paragraph will not apply to employees who have 20 or more years of service on January 1, 2013).
10. Members of the bargaining unit hereby acknowledge and agree that those members who have become participants in the Florida Retirement System are governed by the provisions of the Florida Retirement System. The Florida Retirement System supersedes any provisions in conflict as listed in this agreement.
11. Pursuant to Florida Statute 185.35 the Police Officer's Retirement Fund will provide for a 401 Defined Contribution Plan within the Police Officer's Retirement Fund.
12. Pursuant to Florida Statute 185.35 mutual consent is required for deviations from the default rules on the use of premium tax revenues. The Police Officer's Retirement Fund states the following use of the insurance proceeds in Section 9-5-21(a)(1). "Prior to January 2, 2013, the net proceeds of any excise or license tax under F.S. § 185.08, as amended, imposed by the City or the State of Florida upon certain casualty insurance companies on their gross receipts of premiums from holders of policies , which policies cover property within the corporate limits of the City. Such revenue shall first be used to fund the benefit increase provided in subsection 9-5-23(a)(ii)(a) and (b), and then any remaining revenue shall be used for the remaining benefits of the plan. If the receipt of this revenue is not sufficient to pay all benefits of the plan, nevertheless, all of the plan benefits shall be paid;" As a part of the contract both parties mutually consent to use the insurance proceeds and any accumulated insurance proceeds balance (reflected in the Police Officer's Pension Fund actuarial valuation) as stated in this paragraph.
13. For the purpose of estimating an employee's pension benefit bargaining unit members can request the City to calculate their estimated pension benefit twice within five years of retirement at no cost to the employee.

## **ARTICLE 36 PROMOTIONS**

### **36.1 Promotional Procedures Overview.**

The City will continue to follow the status quo concerning the promotional process as outlined below.

When a vacant position is to be filled by promotion within the Police Department, through competitive examination these procedures will be followed:

A promotional eligible list will be certified that contains the names of the top five (5) applicants and ties, having the highest total exam score. Any person on the list is eligible for promotion. If a promotional register contains less than five (5) names and an additional examination is requested, successful examinees will be listed in order behind the existing names on the promotional register. If qualifications substantially change, a register may be cancelled and a new register established. A new register requires a new application and examination of each applicant.

All persons within the department who meet the minimum qualifications may apply and take a promotional examination. When a position is announced, a job bulletin will be distributed and open for a minimum of five (5) working days prior to the application deadline. Applicants must apply by the application deadline and supply necessary records, licenses, certificates, transcripts, etc.

Examinations will be practical and objectively measure the relative capabilities of the applicant to perform the target position. The examination process may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, assessment centers, psychological tests, or other accepted assessment, or any combination thereof. Examination components may be weighted, but will total 100%.

1. The Sergeants Promotional Exam shall consists of two components: Assessment and Written that will be. The weight of each component is as follows:

- a. Assessment: 70%
- b. Written Test: 30%
- c. \*\*The Chief's Interview can be used in the promotional process as a third component however this component will not be weighted and cannot affect the eligibility list generated from the scoring of the Assessment and Written Test components.

2. An announcement of the weights of the two components shall be made prior to promotions.

3. In addition, the written test will require a passing score of 70 or higher to be classified as a "Pass".

4. Passing scores are required on a promotional examination before an employee is eligible for promotion. When a passing score is attained, the total examination score shall be augmented by veteran preference points (per Florida statutes), education points, and seniority points as defined below.

Eligible registers are in effect for one year, unless extended by request of the appointing authority and FOP.

## Definitions

**Eligible** - A person who has properly made application, met the requirements of a position, and passed the exam process and is qualified to be placed on a list of qualified applicants.

**Promotional Eligible List** - A list of names taken from the eligible register, of the top five (5) candidates and ties. Names are listed in rank order according to their final examination score.

**Promotional Eligible Register** - A register of names of all eligible applicants for a particular position, who have obtained a passing score on the examination process, listed in rank order according to their final examination score.

**Score** - The final numerical grade attained on any examination process, rounded to the nearest whole number.

**Seniority Points** - Points added to a passing promotional examination score to arrive at the total score. Points are computed on the basis of one-half (0.5 or 1/2) point for each full year of service within the employment of the City in a related field or activity. Seniority points will be limited to a maximum of 10 points.

**Educational Points** – Points added to a passing promotion examination score to arrive at the total score. Points are computed as follows: Associates Degree – one-half (1/2) point, Bachelor’s Degree – one (1) point, Master’s Degree – two (2) points.

## ARTICLE 37 FOP ACTIVITIES

- 37.1 The **Employer** will grant six hundred (600) hours annually for use as **F.O.P.** Pool Time. The total Pool Time may exceed six hundred (600) hours by employee contributions to this Pool.
- 37.2 This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session, arbitration, or attendance at **F.O.P.** functions. Approval of such time shall be authorized by either the **F.O.P.** President, First Vice-President, Second Vice-President, or Secretary. Time will be charged in increments of one (1) hour. The **F.O.P.** may rollover not more than a total of six hundred (600) unused hours to a subsequent contract. The employee that is to be off shall furnish an authorized request from the **F.O.P.** to the Police Chief for approval. Employees receiving leave will be awarded leave hours based on the “cash value” of the donated leave.

## ARTICLE 38 BULLETIN BOARDS

- 38.1 The **Employer** agrees to provide space for the **F.O.P.** to erect, at the **F.O.P.’s** expense, one glass enclosed bulletin board, not to exceed thirty-six (36) inches by thirty-six (36) inches, in close proximity to the patrol line-up room. The precise location of the bulletin board shall be approved by the Police Chief.
- 38.2 The bulletin board shall be used for posting **F.O.P.** notices, signed by the **F.O.P.** President or his designee, but restricted to:
- A. Notices of **F.O.P.** meetings.
  - B. Notices of **F.O.P.** elections and the results of such elections.

- C. Notices of **F.O.P.** recreational or social affairs.
  - D. Notices of **F.O.P.** appointments.
  - E. Minutes of **F.O.P.** meetings.
  - F. Notices by public bodies.
  - G. Reports of **F.O.P.** committees.
  - H. Rulings and policies of the **F.O.P.**
- 38.3 All costs incidental to preparing and posting **F.O.P.** materials shall be borne by the **F.O.P.** The **F.O.P.** is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition. None of the posted material shall be derogatory in any manner of the **Employer**, its managers, officers, agents and employees, and prior to any material being posted, copies of all material shall be submitted to the Police Chief.
- 38.4 The **Employer** can remove any document not in compliance with Section 38.2.

### **ARTICLE 39 SPECIAL MEETINGS**

- 39.1 The **Employer** and the **F.O.P.** agree to meet quarterly and confer on matters of mutual interest. An agenda shall be submitted prior to the meeting. Discussion shall be limited to matters set forth in the agenda or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this Agreement. The **F.O.P.** shall have the right, at these special meetings to recommend to the **Employer** corrections to any inequities known to the **F.O.P.**

### **ARTICLE 40 HURRICANE TRAVEL TEAM**

- 40.1 When the team is deployed for a time period exceeding ten (10) days, a day off will be granted for each ten (10) day period deployed. This time shall be granted to the member upon completion of the team deployment.
- 40.2 When the team is deployed all rights and liabilities of each team member will be carried by the member's agency during time being deployed as if the member was working with the member's jurisdiction.

### **ARTICLE 41 PRINTING OF AGREEMENT**

- 41.1 The City will make copies of this Agreement available electronically via the Internet and Intranet.

**ARTICLE 42**  
**ENTIRE AGREEMENT**

- 42.1 This Agreement constitutes the entire agreement between the Employer and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If, at any time during the term of this Agreement, the parties arrive at an agreement, which adds to, deletes, or waives any of the terms of the Agreement, it will be reduced to writing and signed by both parties.
- 42.2 This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

**ARTICLE 43**  
**SEVERABILITY**

- 43.1 In the event that any Article or provision of this Agreement is found to be invalid or unenforceable by reason of any legislation or judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such decision, the **Employer** and the **F.O.P.** agree to immediately commence impact bargaining.



**ARTICLE 44**  
**TERM OF AGREEMENT**

44.1 This agreement shall be in full force and effect from October 1, 2024 through September 30, 2027.

44.2 If proper notice has been given by either party pursuant to 1.1, but no new or successor agreement has been reached, then this Agreement will stay in effect until a new contract is ratified.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized

FOR THE CITY OF PENSACOLA

FRATERNAL ORDER OF POLICE

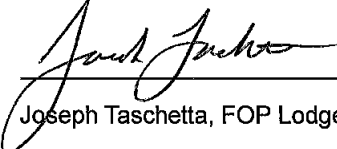
\_\_\_\_\_  
D.C. Reeves, Mayor City of Pensacola

  
Dan Harnett, Representative Florida State FOP

\_\_\_\_\_  
Rob Larkin, Esq

  
James Parsons, FOP Lodge 71, President

\_\_\_\_\_  
Ted Kirchharr, City Human Resources Director

  
Joseph Taschetta, FOP Lodge 71, Labor Team

ATTEST:

\_\_\_\_\_  
City Clerk

THE DATE OF RATIFICATION OF THIS CONTRACT IS: \_\_\_\_\_

# ATTACHMENT A

## Mission Statement

**In our on-going quest to improve community relations and relations within the Pensacola Police Department, we have created the following Mission Statement, followed by our Vision and Core Values concepts:**

The Pensacola Police Department is committed to providing professional, efficient and courteous service to the public. Officers shall strive to improve the quality of life by enforcing laws in a fair and impartial manner while encouraging a spirit of cooperation and mutual trust with the public. Officers and support staff shall have respect for the dignity and rights of all people.

## **VISION**

Employees of the Pensacola Police Department shall, at all times, maintain the highest standards of professional ethics and integrity. All employees shall share a commitment to the philosophy of police and community collaboration. Through community partnerships, we will work together to reduce crime and the fear of crime in order to improve the quality of life for all citizens. We will provide a well-trained workforce and provide fair and professional police service while striving for excellence in everything we do.

## **CORE VALUES**

### ***Courtesy***

Pensacola Police Department employees shall be courteous in their encounters with the public.

### ***Integrity***

Pensacola Police Department employees shall maintain the highest level of integrity and accountability.

### ***Professionalism***

Pensacola Police Department employees shall maintain a workforce atmosphere symbolizing their commitment to the highest standards of professionalism.

# ATTACHMENT B

## Florida State Lodge Fraternal Order of Police



### **GRIEVANCE FORM**

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Name of Employee \_\_\_\_\_

Classification \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_

Date \_\_\_\_\_

#### **STATEMENT OF GRIEVANCE:**

List Applicable Violation

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Adjustment Required:

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Date \_\_\_\_\_

Signature of F.O.P. Representative \_\_\_\_\_

Date Presented to Management Representative \_\_\_\_\_

**STEP ONE:** Date \_\_\_\_\_

Representative for City Signature

\_\_\_\_\_

Agree\_\_\_\_\_ Disagree\_\_\_\_\_

Comments:\_\_\_\_\_

\_\_\_\_\_

**STEP TWO:** Date \_\_\_\_\_

Representative for City Signature

\_\_\_\_\_

Agree\_\_\_\_\_ Disagree\_\_\_\_\_

Comments:\_\_\_\_\_

\_\_\_\_\_

**STEP THREE:** Date \_\_\_\_\_

**Representative for City Signature**

\_\_\_\_\_

**Agree\_\_\_\_\_ Disagree\_\_\_\_\_**

**Comments:\_\_\_\_\_**

\_\_\_\_\_

**ADDITIONAL COMMENTS:**

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# ATTACHMENT C



## **City of Pensacola, FL**

### **Drug Free Workplace Policy**

# Drug Free Workplace Policy

The City of Pensacola strives to provide a safe environment for both employees and the public. In this regard, the City considers the abuse of drugs and alcohol on the job to be unsafe and counter-productive. Therefore, the City has established a policy regarding the use, possession, and sale of illegal drugs and alcohol at work consistent with Florida Statutes, Section 440.102; Federal Motor Carrier Safety Administration Controlled Substance and Alcohol Use and Testing Program, 49 C.F.R. Part 382; and USDOT Pipeline and Hazardous Materials Safety Administration Drug and Alcohol Testing Regulations, 49 C.F.R. Parts 192 and 199. A complete list of the illegal drugs that will be tested for may be provided through the City Clinic as requested.

It shall be a condition of employment for all employees to refrain from working with the presence of illegal drugs or alcohol in his/her system and to submit to the testing requirements set forth in this policy. Pursuant to the provisions of the Florida Drug-Free Workplace Program requirements, employees found to be in violation of this policy may be denied workers' compensation medical or indemnity benefits under Chapter 440, Florida Statutes.

## A. No Discrimination

Employees with addictions are encouraged to participate in an alcohol and drug rehabilitation program. The City will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment while in the employ of the City, provided that the employee has not previously tested positive for drug use and has entered an employee assistance program for drug-related problems or entered a drug rehabilitation program.

Employees assigned to work in a mandatory testing position and who voluntarily enter an employee assistance program or a drug rehabilitation program will be reassigned to a position other than a mandatory testing position if one is available or will be allowed to use accumulated leave or leave without pay while in the program. Employees employed in special risk positions participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special risk position but may be assigned to a position other than a mandatory testing position or placed on leave while the employee is participating in the program; however, the employee shall be permitted to use any accumulated annual leave before leave without pay may be required. The City may require the employee to submit to drug test(s) as a follow up to such program as permitted by law.

## B. Procedures

As part of this program, the City will conduct pre-employment drug testing for special-risk or mandatory-testing positions, reasonable suspicion testing, post-accident testing, random testing, and return-to-duty/follow-up testing in accordance with state and federal law. City personnel and contractors shall comply with all of the technical standards, chain-of-custody procedures, confirmation testing, and employee appeal provisions of applicable law pertaining to drug testing of public employees.



All job applicants who have applied for a position with the City of Pensacola and have been offered employment conditioned upon successfully passing a drug test will be scheduled for drug testing, generally conducted at the City Clinic, pursuant to the protocols established by state and federal law pertaining to applicants for special risk occupations.

Prior to testing, each applicant will be provided with a copy of the City's written policy statement on drug testing.

The drug test will be conducted in accordance with the written policy statement and the procedures provided by law, including an opportunity for the applicant to contest the result or provide an explanation to the City when a positive, confirmed test result has been obtained. Employees covered by a collective bargaining agreement may have a right to appeal an adverse decision by the City to the Public Employees Relations Commission or applicable court.

Blood, breath, saliva, and/or urine samples will be given at the Clinic or approved collection facility as designated by the City Clinic. Samples are handled in accordance with State and Federal rules and regulations. Results will be reviewed by a Medical Review Officer (MRO) to assure accuracy. The employee/applicant may consult with the MRO after testing. No physician-patient relationship is created by this program.

If a test is not collectable because of tampering or adulteration, a second test is requested, which will be observed. If a test is rejected because of purposeful adulteration, the employee will be terminated.

Employees will be subject to drug testing when the City has reasonable suspicion to believe that the employee is using or has used drugs in violation of the City's policy where this suspicion is based upon specific and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion drug testing will require the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee and it must be confirmed by a second supervisor. The observing and confirming supervisors must prepare written documentation of the facts and circumstances which formed the basis for their recommendation, and a copy of this documentation shall be given to the employee upon request. The original documentation shall be kept confidential as exempt from public records law and must be retained by the City for at least one (1) year. The facts and inferences upon which the recommendation for testing may be made include, but are not limited to, the following:

- Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
- A report of drug use, provided by a reliable and a credible source, which has been independently corroborated
- Evidence that an individual has tampered with a drug test during employment with the City
- Information that an employee has caused or contributed to an accident while at work
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the City's property or while operating the City's vehicle, machinery, or equipment

The selection of employees for random drug testing will be conducted based on a sample drawn

by a computer-generated program operated by an independent third party. The random sample may not constitute more than ten (10) percent of the total employee population. Random drug testing will be conducted as follows:

- when the employee is employed in a position where random drug testing is authorized by law and the position is managerial
- when the employee is employed in a position where random drug testing is authorized by law and the employee is covered by a collective bargaining agreement which authorizes random drug testing
- when the employee is employed in a position where random drug testing is required by law, such as those defined as special-risk positions involving law enforcement and fire protection services, and those requiring commercial drivers' licenses or pertaining to the installation and maintenance of natural gas pipelines

The documentation of a positive drug test result will be placed in an employee's confidential file, the employee will be notified, informed of the result, consequences, and options available. When tested for reasonable suspicion, documentation is placed in the employee's confidential file.

## C. Discipline

It is the City's policy to discipline an employee, up to and including termination, who is found to have engaged in the conduct described below:

- utilizing, possessing, or trafficking in any unlawful drug or other substance while on or off duty, or while utilizing any city vehicle or other equipment, or while on any city property.
- refusing to submit to drug testing when properly required to do so pursuant to the protocols of state or federal law.
- providing test results which are verified, confirmed, positive evidence of violation of this policy pursuant to the procedures mandated by the Florida Agency for Health Care Administration.

Moreover, if an employee is found with the presence of illegal drugs and/or alcohol in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs during working hours, at government functions, or on City property (including in parking lots) the employee is subject to disciplinary action up to and including termination. The use of any over-the-counter products that contain illegal drugs is expressly prohibited. Anyone observing a violation of this policy must report it to his or her immediate supervisor, and that violation is to be reported to the department director.

## D. Employee Responsibilities

Physician-prescribed drugs may be taken during working hours; however, the employee must notify the supervisor if the use of prescribed medication will affect the employee's work performance. An employee reporting for work visibly under the influence and who is unable to properly and safely perform required duties will not be allowed to work. Abuse of prescription drugs will not be tolerated and may result in disciplinary action, up to and including termination. Within five working days from receipt of a positive drug test, an employee or job applicant must notify the laboratory of administrative or civil action planned as a result of a positive test. The

employee or applicant may consult with the Medical Review Officer for technical information. An employee or applicant may request, in writing, to have the original specimen retested at another certified laboratory at their expense. The employee can request, in writing, a written report regarding the circumstances for reasonable suspicion testing.

An employee or applicant has the right to contest or explain the results of a positive drug test result, in writing, within five working days of being notified of the positive result.

If an employee is convicted of a violation of a criminal drug statute occurring in the workplace, the employee must notify the City, in writing, no later than five calendar days after such conviction.

To request further information about this policy and applicable procedures based on state and federal law, please contact the City Clinic.

## E. Federal Controlled Substances Act

The use by City employees of any illegal drug under federal law, which may not be illegal under Florida law, is prohibited. The use of marijuana by City employees, including medical marijuana, with or without a prescription, is prohibited. A prescription for medical marijuana is not accepted as a valid explanation or defense for an employee's positive drug test result.

# ATTACHMENT B

## Pensacola Police Officers Initial Slotting

Year 1

Minimum \$52,520.00

Maximum \$80,017.60

### Years of Service – Pay

|     |           |
|-----|-----------|
| 1-  | 52,520.00 |
| 2-  | 53,705.60 |
| 3-  | 54,912.00 |
| 4-  | 56,139.20 |
| 5-  | 57,408.00 |
| 6-  | 58,676.80 |
| 7-  | 60,008.00 |
| 8-  | 61,339.20 |
| 9-  | 62,712.00 |
| 10- | 64,126.40 |
| 11- | 65,561.60 |
| 12- | 67,038.40 |
| 13- | 68,536.00 |
| 14- | 70,075.20 |
| 15- | 71,635.20 |
| 16- | 73,257.60 |
| 17- | 74,900.80 |
| 18- | 76,564.80 |
| 19- | 78,291.2  |
| 20- | 80,017.60 |



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1020

**Agenda Conference**

**12/9/2024**

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC FUNDS

**RECOMMENDATION:**

That City Council accept the FY 2025 Florida Department of Transportation (FDOT) Subgrant for Highway Traffic Safety Funds in the amount of \$45,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the 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 the supplemental budget resolution appropriating grant funds.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

According to recently published National Highway Traffic Safety Administration (NHTSA) national statistics for 2021, 13,384 people died in alcohol-impaired driving traffic deaths. That is a 14% increase from the previous year in 2020. In 2023, Florida alone experienced 1,042 impaired driving crashes with 613 fatalities. Pensacola is not immune to the problems caused by impaired drivers. This is reflected in the City of Pensacola's ranking on the Florida Department of Transportation's (FDOT) FY2025 Highway Safety Matrix (HSM) - Ranking of Florida Cities, Impaired Driving category. Pensacola is ranked 17th out of the 104 Florida Group II Cities for serious injuries and fatalities related to impaired driving. The HSM rankings are based on the total actual serious injuries and fatalities statewide from 2018 to 2022.

Pensacola is not only a popular place to live, but also a popular tourist destination. An estimated 100,000 vehicles traverse the city limits daily as motorists travel to and from work, shopping, errands, and attending events. Additional traffic is projected during the tourist season as residents and tourists head to area beaches and attractions. During holidays or special events, traffic can exceed 250,000 motorists on a given day.

With the FDOT subgrant funding, the Pensacola Police Department (PPD) will utilize strategies as detailed in the NHTSA Countermeasures that Work, Chapter One: Alcohol-and Drug-Impaired Driving and Chapter Two: Drug Impaired Driving:

**1-8. Alcohol Impaired Driving - Enforcement - Countermeasures**

-High Visibility Saturation Patrols

-Alcohol Measurement Devices

**1.8. Other Strategies or Behavior Change**

-Mass-Media Campaigns

-Zero Tolerance

**2-11. Drug-Impaired Driving-Enforcement-Countermeasure**

-Enforcement of Drug-Impaired Driving

During all enforcement operations related to this subgrant, drug-impaired driving and zero-tolerance traffic laws will be enforced. PPD Officers will be equipped with Portable Breath Testing instruments to enforce the zero-tolerance laws regarding underage drinking and driving. Our officers will conduct a public engagement campaign using message boards, local media outlets, social media, and/or press releases to raise awareness of the dangers of impaired driving at least 2 times per quarter. Lastly, the PPD will also participate in Drive Sober or Get Pulled Over campaign waves throughout the year. PPD has several officers who are certified as Drug Recognition Experts. These officers will be participating in the HVE saturation patrols and be available through on-call status to assist with Drug-Impaired Driving arrests.

**PRIOR ACTION:**

October 27, 2022 - City Council adopt Supplemental Budget Resolution No. 2022-098 Florida Department Of Transportation (FDOT) Subgrant for Highway Traffic Funds

**FUNDING:**

|         |             |                            |
|---------|-------------|----------------------------|
| Budget: | \$45,000.00 | Overtime Salary & Benefits |
| Actual: | \$45,000.00 |                            |
|         | \$45,000.00 | TOTAL                      |

**FINANCIAL IMPACT:**

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

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

10/17/2024

**STAFF CONTACT:**

Tim Kinsella, City Administrator

Eric Randall, Chief of Police



**ATTACHMENTS:**

1. FDOT FY25 Highway Traffic Safety Grant Award letter
2. FDOT Subgrant for Highway Traffic Safety Funds 2024
3. Supplemental Budget Resolution No. 2024-89
4. Supplemental Budget Explanation No. 2024-89

**PRESENTATION:** No



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

September 20, 2024

Eric Randall  
Pensacola Police Department  
711 N. Hayne Street  
Pensacola, Florida 32501

RE: FY2025 Highway Traffic Safety Concept Paper Selection - CPG-2025-Pensacola--00105

Dear Eric Randall:

The Florida Department of Transportation (FDOT) State Safety Office is pleased to inform you that the following concept paper has been selected to receive subgrant funding in FY2025 for your traffic safety initiative.

**PLEASE NOTE: THIS IS NOT A NOTICE TO PROCEED WITH ANY ACTIVITIES OR PURCHASES ASSOCIATED WITH THE SELECTED CONCEPT PAPER.** A separate subgrant agreement must be signed and executed by both your agency and the FDOT State Safety Office before any activity or purchases are authorized for reimbursement. Step-by-step instructions for subgrant development are provided later in this letter.

Funding amounts allocated in FY2025 are based upon funding levels awarded to the State of Florida for the federal fiscal year by the National Highway Traffic Safety Administration (NHTSA) and may not be the same as the amount requested in your concept paper and does not mean that everything listed in the concept paper, including any equipment requests, were approved and/or funded.

For FY2025 your agency applied for funding with the following Concept Paper Information:

**Concept Paper Number**  
CPG-2025-Pensacola--00105

**Implementing Agency**  
Pensacola Police Department

**Project Title:**  
Zero Tolerance - Impaired Driving Enforcement

**Amount Requested**  
\$45,000

After a comprehensive review, CPG-2025-Pensacola--00105 was funded for FY2025 with the following project number, title, and funding levels below:

**FY2025 Project Number**

AL-2025-00105

**Implementing Agency**

Pensacola Police Department

**Project Title:**

Zero Tolerance - Impaired Driving Enforcement

**Amount to be Awarded**

**\$45,000**

Subgrant agreement forms are now accessible in the FDOT Traffic Safety Subgrant Management System and include guidance and program manager notes regarding anything that was unallowable or restricted.

The following video link provides step-by-step instructions for accessing the forms and completing subgrant development and execution within the Subgrant Management System: [“Congratulations, your concept has been selected! Here are the next steps required for subgrant development!”](#)

We look forward to working with you on this project. If you have any questions after reviewing the provided video instructions, please feel free to reach out the FDOT State Safety Office at 850-414-4017 and ask to speak with a Subgrant Program Manager. Additional information can also be found on our website at: <https://www.fdot.gov/Safety/grants/grants-home.shtm>.

Sincerely,



Chris Craig, CPM, FCCM  
Traffic Safety Administrator  
Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)  
**SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS**

|                                                                                                                                                                                                     |  |                                                                                                                                                                                                                                                     |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>For FDOT Use Only</b>                                                                                                                                                                            |  | <b>FDOT Contract Number: G3415</b>                                                                                                                                                                                                                  |                      |
| <b>Project Number: AL-2025-00105</b>                                                                                                                                                                |  | <b>FDOT UEI Number: RFKGNHR7ZH37</b>                                                                                                                                                                                                                |                      |
| <b>Federal Funds Awarded: \$45,000</b>                                                                                                                                                              |  | <b>Subgrant Award (Start) Date:</b>                                                                                                                                                                                                                 |                      |
|                                                                                                                                                                                                     |  | <b>Subgrant End Date: 09/30/2025</b>                                                                                                                                                                                                                |                      |
| <b>Part I: GENERAL ADMINISTRATIVE INFORMATION</b>                                                                                                                                                   |  |                                                                                                                                                                                                                                                     |                      |
| 1. Project Title: Zero Tolerance - Impaired Driving Enforcement                                                                                                                                     |  |                                                                                                                                                                                                                                                     |                      |
| 2. Federal Funding: \$45,000                                                                                                                                                                        |  | Match: \$0                                                                                                                                                                                                                                          | Total Cost: \$45,000 |
| 3. Subrecipient Agency:<br>Agency Name: City of Pensacola<br><br>Address: 222 W. Main Street<br>City: Pensacola<br>State: Florida<br>Zip: 32502                                                     |  | 4. Implementing Agency:<br>Agency Name: Pensacola Police Department<br><br>Address: 711 N. Hayne Street<br>City: Pensacola<br>State: Florida<br>Zip: 32501                                                                                          |                      |
| 5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000406 005                                                                                                              |  |                                                                                                                                                                                                                                                     |                      |
| 6. Federal Unique Entity Identifier (UEI) Number: UBMRAF87HQF5                                                                                                                                      |  |                                                                                                                                                                                                                                                     |                      |
| 7. Chief Financial Officer:<br>Name: Amy Lovoy<br>Address: 222 W. Main Street<br>City: Pensacola<br>State: Florida<br>Zip: 32502<br>Telephone: (850) 435-1830<br>E-mail: alovoy@cityofpensacola.com |  | 8. Project Director: (Can not receive any benefit under this subgrant)<br>Name: Kristin Brown<br>Address: 711 N. Hayne Street<br>City: Pensacola<br>State: Florida<br>Zip: 32501<br>Telephone: (850) 435-1851<br>E-mail: kbrown@cityofpensacola.com |                      |
| 9. Financial Reimbursement Contact:<br>Name: Jennifer Cole<br>Title: Finance & Procurement Manager<br>Telephone: (850) 435-1856<br>E-Mail: jcole@cityofpensacola.com                                |  | 10. Project Activity Contact:<br>Name: Joshua Keith Hudson<br>Title: Sergeant<br>Telephone: (850) 221-8050<br>E-Mail: jhudson@cityofpensacola.com                                                                                                   |                      |
| 11. Payment Remittance Address:<br>Name: Pensacola Police Department<br>Address: 222 West Main Street<br>City: Pensacola<br>State: Florida<br>Zip: 32502                                            |  |                                                                                                                                                                                                                                                     |                      |

## Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

### 1. Statement of the Problem:

According to recently published National Highway Traffic Safety Administration (NHTSA) national statistics for 2021, 13,384 people died in alcohol-impaired driving traffic deaths. That is a 14% increase from the previous year in 2020. In 2023, Florida alone experienced 1,042 impaired driving crashes with 613 fatalities. Pensacola, FL is not immune to the problems caused by impaired drivers.

This is reflected in the City of Pensacola's ranking on the Florida Department of Transportation (FDOT) FY 2025 Highway Safety Matrix (HSM) – Ranking of Florida Cities, Impaired Driving category. Pensacola is ranked 17th out of the 104 Florida Group II Cities for serious injuries and fatalities related to impaired driving. The HSM rankings are based on the total actual serious injuries and fatalities statewide from 2018-2022.

The city of Pensacola, located in Escambia County, is not only a popular place to live, but also a popular tourist destination. Pensacola has a permanent population of approximately 55,000 residents. The number of people within the city limits is significantly higher on the average day or weekend. An estimated 100,000 vehicles traverse the city limits daily as motorists traveling to and from work, shopping, running errands, and attending events. Additional traffic is projected during tourist season as residents and tourists head to the area's beaches and attractions. During holidays or special events, traffic can exceed 250,000 motorists on a given day.

### 2. Proposed Solution:

With the FDOT subgrant funding, the Pensacola Police Department (PPD) will utilize strategies as detailed in the NHTSA Countermeasures That Work, Chapter one: Alcohol and Drug Impaired Driving and Chapter two: Drug Impaired Driving:

#### 1-8. Alcohol Impaired Driving - Enforcement – Countermeasures

- High-Visibility Saturation Patrols
- Alcohol Measurement Devices

#### 1-8. Other Strategies for Behavior Change

- Mass-Media Campaigns
- Zero Tolerance

#### 2-11. Drug-Impaired Driving - Enforcement - Countermeasure

- Enforcement of Drug-Impaired Driving

A publicized, high visibility enforcement (HVE) saturation patrol consists of law enforcement officers patrolling a specific area looking for impaired drivers. The primary purpose of publicized saturation patrol programs is to deter driving after drinking by increasing the perceived risk of arrest. Saturation patrols will be extensively publicized and conducted regularly.

During all enforcement operations related to this subgrant, drug-impaired driving and zero tolerance traffic laws will be enforced.

For all impaired driving enforcement operations related to this subgrant, locations will be based on current data that identifies high-risk areas with the greatest number of impaired driving related crashes, serious injuries, fatalities, and/or traffic violations. Data will be reviewed periodically to ensure that the most current high-risk

areas are addressed throughout this project period. All impaired driving enforcement operations related to this subgrant will only take place from the hours of 6:00 PM to 6:00 AM. We understand that expansion of enforcement operations hours can be adjusted during the subgrant development process with a justification provided or, if requested post award date, based on the submission of supporting data to and prior to approval by the FDOT State Safety Office.

PPD Officers will be equipped with the Portable Breath Testing instruments to enforce the zero tolerance laws regarding underage drinking and driving.

Our agency will conduct a public engagement campaign using message boards, local media outlets, social media, and press releases to raise awareness of the dangers of impaired driving at least 2 times per quarter. We will also participate in the Drive Sober or Get Pulled over campaign waves throughout the year.

PPD has several officers that are certified as Drug Recognition Experts. These officers will be participating in the HVE saturation patrols and be available through on-call status to assist with Drug-Impaired Driving arrest.

### **3. Project Objectives:**

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease impaired driving crashes and fatalities citywide by 3% when compared to the previous year.
- c. Conduct at least 3 impaired driving high visibility overtime enforcement operations per quarter.
- d. Participate in the Drive Sober or Get Pulled Over campaign through impaired driving overtime enforcement operations and educational/community activities.
- e. Conduct a minimum of 4 educational/community outreach events/activities to increase impaired driving awareness during the project period.
- f. Provide impaired driving information and education to the public using multimedia outlets (i.e., message boards, local media outlets, social media, press releases, printed materials, etc.) at least 2 times per quarter.

### **4. Evaluation:**

- a. Enforcement activity start date.
- b. Impaired driving crashes and fatalities are reduced by 3% citywide, compared to the previous three-year average.
- c. Number of impaired driving high visibility overtime enforcement operations conducted each quarter.
- d. Number of impaired driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Drive Sober or Get Pulled Over campaign.
- e. Detail all educational/community outreach events/activities conducted or participated in to increase impaired driving awareness during the project period.
- f. Number of instances that impaired driving information and education is provided to the public using multimedia outlets each quarter.



### Part III: PROJECT DETAIL BUDGET

Project Title: Zero Tolerance - Impaired Driving Enforcement  
 Project Number: AL-2025-00105  
 FDOT Contract Number: G3415

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

| BUDGET CATEGORY                              | NARRATIVE                                                                                                                          | FEDERAL FUNDS   | MATCH      | TOTAL COST      | INDIRECT ELIGIBLE |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|-----------------|-------------------|
| <b>A. Personnel Services</b>                 |                                                                                                                                    |                 |            |                 |                   |
| Overtime Salary and Benefits                 | Overtime salary and benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare) and Retirement. | \$45,000        | \$0        | \$45,000        | No                |
| <b>Subtotal:</b>                             |                                                                                                                                    | <b>\$45,000</b> | <b>\$0</b> | <b>\$45,000</b> |                   |
| <b>B. Contractual Services</b>               |                                                                                                                                    |                 |            |                 |                   |
| <b>Subtotal:</b>                             |                                                                                                                                    | <b>\$0</b>      | <b>\$0</b> | <b>\$0</b>      |                   |
| <b>C. Expenses</b>                           |                                                                                                                                    |                 |            |                 |                   |
| <b>Subtotal:</b>                             |                                                                                                                                    | <b>\$0</b>      | <b>\$0</b> | <b>\$0</b>      |                   |
| <b>D. Equipment Costing \$10,000 or More</b> |                                                                                                                                    |                 |            |                 |                   |
| <b>Subtotal:</b>                             |                                                                                                                                    | <b>\$0</b>      | <b>\$0</b> | <b>\$0</b>      |                   |
| <b>E. Indirect Cost</b>                      |                                                                                                                                    |                 |            |                 |                   |
| 0%                                           |                                                                                                                                    | \$0             |            | \$0             |                   |
| <b>Subtotal:</b>                             |                                                                                                                                    | <b>\$0</b>      |            | <b>\$0</b>      |                   |
| <b>Total Cost of Project:</b>                |                                                                                                                                    | <b>\$45,000</b> | <b>\$0</b> | <b>\$45,000</b> |                   |

## Part IV: PERFORMANCE REPORT

Project Title: Zero Tolerance - Impaired Driving Enforcement  
Project Number: AL-2025-00105  
FDOT Contract Number: G3415

### Minimum Performance Standards

The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.

1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted impaired driving enforcement.
4. Conduct impaired driving high visibility enforcement (HVE) operations.
5. Conduct and/or participate in outreach/educational event/activities for impaired driving.
6. Disseminate impaired driving information and education to the public using either message boards, local media outlets, social media, and/or press releases during this claim period.

## Part V: Acceptance and Agreement

**Conditions of Subgrant Agreement.** Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

### FEDERAL REGULATIONS

- 1. Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.  
  
In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.
- 2. Audit.** The administration of resources awarded through the Department to the Subrecipient 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 limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.
  - (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 Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any 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 Subrecipient, 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 Subrecipient 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 Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient 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 Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto: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 Subrecipient'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 Subrecipient fails to have an 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 Subrecipient 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 CFR 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; and/or
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient'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. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

The Auditor General's Office at the following address:

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

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.
- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, 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. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.
- (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.
- 3. Offsets.** If, after Agreement 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 the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed 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.
- 4. Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:
- The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.
- Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.
- To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.
- 5. Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1389) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

**6. Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**7. Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

**8. Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of \$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 CFR 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 on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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.

**10. Disadvantaged Business Enterprises (DBE).**

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:



The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

**11. Methods of Procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

**12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**13. Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**14. Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. 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 Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

- 15. No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
  - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
  - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not);
  - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
  - (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
  - (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100));
  - (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government;
  - (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation; and
  - (l) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA;
- (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

**17. Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

**18. Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**19. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**20. Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

**21. Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

(a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## 22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

- 23. Human Trafficking.** The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.
- 24. Unauthorized Aliens.** The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- 25. Title VII - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
- 26. Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.
- 27. Integrity Certification.** By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

## 28. Federal Encouragements.

- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
- (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:
  - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;
  - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and
  - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

**29. Reversion of Unexpended Subgrant Funds.** All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

## STATE REGULATIONS

**30. Compliance with State Procurement of Personal Property and Services Laws.** The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

- (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a 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 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

**31. Compliance with State Public Records Laws.** The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

**32. Cooperation with Inspector General.** It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

**33. E-Verify.** Subrecipients:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

- (b) Shall 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 Agreement term.
- (c) Shall adhere to the requirements in Section 448.095, F.S.

### 34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, 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 Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient 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. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors 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"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall 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.

- 35. **Reimbursement Obligation.** The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

- 36. **Responsibility for Claims and Liability.** To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, 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.

- 37. **Restrictions on Lobbying.** No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.
- 38. **Retention of Records.** The Subrecipient 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, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.
- 39. **Tangible Property.** Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.



## MISCELLANEOUS PROVISIONS

- 40. Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
- "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
  - The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
  - The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
- 41. Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
- 42. Department Not Obligated to Third Parties.** The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. 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.
- 43. Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- 44. When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient 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 Subrecipient, 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.
- 45. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of this Agreement the Subrecipient 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.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation  
Attn: Traffic Safety Administrator  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**52. Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

## GRANT MANAGEMENT

**53. Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

**54. Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation  
Attn: Traffic Safety Administrator  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

Florida Department of Transportation  
Attn: Governor's Highway Safety Representative  
State Safety Office, MS 53  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

**55. Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

- (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
- (b) **Equipment Costing \$10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of \$10,000 or more per unit shall be subject to the following requirements:
  - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
  - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
- (c) **Disposition of Equipment Costing \$10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
- (d) **Disposition of Equipment Costing Less than \$10,000.** Equipment that does not meet the unit purchase price threshold of \$10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.
- (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
- (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

- 56. Expense Purchases for \$200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.
- 57. Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.
- Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.
- If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.
- 58. How this Agreement is Affected by Provisions Being Held Invalid.** 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. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.
- 59. Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:
- (a) Failure to provide the required audits;
  - (b) Failure to provide required performance and final narrative reports in the required time frame;
  - (c) Failure to perform work described in Part II of this Agreement;
  - (d) Failure to provide reimbursement requests and performance reports in the required time frame;
  - (e) Providing fraudulent performance reports or reimbursement requests; or
  - (f) Misuse of equipment purchased with Federal highway safety funds.
- 60. Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.
- 61. Personnel Hired or Paid Under this Agreement.**
- (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.
  - (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

- i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
- ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
- iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.
- iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

**62. Reports.** The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

**63. Term of this Agreement.** This Agreement shall begin on the date the last party signs and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this Agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., 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 such 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 \$25,000.00 and which have a term for a period of more than 1 year."

#### 64. Travel.

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.
- (c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:
  - i. Purchase of airfare;
  - ii. Travel to conference;
  - iii. Travel which includes a registration fee;
  - iv. Out-of-subgrant-specified work area travel; or
  - v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.
- (f) **Rental Vehicles.** Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

#### 65. Vehicles.

Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

## FINANCIAL/FISCAL

**66. Allowable Costs.** The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

### 67. Subcontract Agreements.

- (a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:
  - i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);
  - ii. Total contract amount;
  - iii. Scope of work/Services to be provided;
  - iv. Quantifiable, measurable, and verifiable units of deliverables;
  - v. Minimum level of service to be performed and criteria for evaluating successful completion;
  - vi. Budget/Cost Analysis; and
  - vii. Method of compensation/Payment Schedule.
- (c) **Additional Required Clauses.**
  - i. **All subcontract agreements shall contain the following statement:**  
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."
  - ii. **Buy American Act Clause** (see Section 4 of Part V)
  - iii. **Certification Regarding Federal Lobbying** (see Section 21 of Part V)
  - iv. **Cooperation with Inspector General** (see Section 32 of Part V)
  - v. **DBE Clause** (see Section 10 of Part V)
  - vi. **E-Verify Clause** (see Section 33 of Part V)
  - vii. **Nondiscrimination Clause** (see Section 16 of Part V)
  - viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)
  - ix. **Integrity Certification Clause** (see Section 27 of Part V)
  - x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
  - xi. **Indemnification and Insurance** (see Section 34 of Part V)
  - xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28 of Part V)
  - xiii. **Human Trafficking Clause** (see Section 23 of Part V)
  - xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** (see Section 12 of Part V)
  - xv. **Termination for Convenience** (see Section 22 of Part V)



**68. Indirect Costs.** Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

**69. Obligation of Subgrant Funds.** Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

**70. Procedures for Reimbursement.**

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was 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. Invoices for cost reimbursement subgrants 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 subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which 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: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)**

Listed below are types and examples of supporting documentation:

**i. Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. 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 can be submitted. If this document does not reflect the information needed, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

- b. **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.
- ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- v. **Equipment Costing \$10,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

- (d) **Non-Aligned Purchases Pre-Approval Requirement:** Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th). A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received, can a purchase be made.
- (e) **Frequency and Deadlines for Submission.**
- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this Agreement being terminated.
- ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this Agreement period. Such a request should be distinctly identified as **Final**.
- The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this Agreement period.**
- (f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
- (g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

- (h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
- (i) **Artificial Intelligence (AI) Reimbursement.** Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.
- (j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
- (k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, 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 goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.
- (l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.
- (m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- (n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:
  - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.
  - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

- 71. Tracking and Retention of Financial Records.** The Subrecipient 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 documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients 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.
- 72. Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.
- 73. Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.
- 74. Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

## REQUIREMENTS

- 75. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.
- 76. Enforcement.**
- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
  - (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.
  - (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
  - (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.
  - (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.  
High Visibility Enforcement is defined as:

**Intense:** Enforcement activities are over and above what normally takes place.

**Frequent:** Enforcement occurs often enough to create general deterrence.

**Visible:** A majority of the public sees or hears about the enforcement.

**Strategic:** Enforcement targets high-risk locations during high-risk times.

- (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
- (g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.
- (h) **Impaired Driving Enforcement.**
  - i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
  - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
  - iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
    - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;
    - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;
    - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;
    - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;
    - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or
    - f. Be an active certified Drug Recognition Expert (DRE).
- (i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
  - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
  - i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.
- (l) **Teen Safe Driving Enforcement.**

- i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am, aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).
- ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

## **77. Public Service Announcements, Marketing, and Advertisements.**

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting;
  - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;
  - iii. The amount allocated for paid media;
  - iv. Anticipated creative costs associated with the paid media; and
  - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by ...." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
  - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

## **78. Public Information and Education Items.** Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

- (a) What public information or educational item is being requested;
- (b) What program/policy is the item supporting;
- (c) Who the target audience is;



- (d) How the item will be distributed;
- (e) Estimated unit cost(s) for the item; and
- (f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

#### **79. Publication and Printing of Observational Surveys and Other Reports.**

- (a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:
  - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
  - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

**80. Safety Belt Policy.** Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

#### **81. Special Conditions.**

## Part VI: Federal Financial Assistance (Single Audit Act)

### Federal resources awarded pursuant to this Agreement are as follows:

#### CFDA Number and Title:

- ☒ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

**\*Federal Funds Awarded:** \$45,000

**Awarding Agency:** Florida Department of Transportation

**Indirect Cost Rate:** 0%

**\*\*Award is for R&D:** No

\*The federal award amount may change with supplemental agreements

\*\*Research and Development as defined at 2 CFR §200.87

### Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

[www.ecfr.gov](http://www.ecfr.gov)

### Federal resources awarded pursuant to this Agreement may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

[www.fsr.gov](http://www.fsr.gov)

- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

| <b>Federal Award Identification Number (FAIN):</b> | <b>FAIN Award Date:</b> |
|----------------------------------------------------|-------------------------|
| 69A37522300004020FLO                               | 05/16/2022              |

Project Title: Zero Tolerance - Impaired Driving Enforcement

Project Number: AL-2025-00105

FDOT Contract Number: G3415

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: Authorized FDOT State Safety Office Representative

Date: Date Signed

Reviewed for the Florida Department of Transportation:

By: Authorized FDOT Attorney

Date: Date Signed

**SUBRECIPIENT**

By: Signature of Authorized Representative

Name: Authorized Representative's Name Printed

Title: Authorized Representative's Title Printed

Date: Date Signed

**IMPLEMENTING AGENCY**

By: Signature of Authorized Representative

Name: Authorized Representative's Name Printed

Title: Authorized Representative's Title Printed

Date: Date Signed

**NOTE: These signatures are the only recognized authorized representatives for this Agreement, unless delegation is granted in writing.**

**RESOLUTION  
NO. 2024-89**

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**

|          |                    |         |
|----------|--------------------|---------|
| To:      | State Grants       | 45,000  |
| As Reads | Personnel Services | 74,100  |
| Amended  |                    |         |
| To Read: | Personnel Services | 119,100 |

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

DECEMBER 2024 - SUPPLEMENTAL BUDGET RESOLUTION - FDOT- SUBGRANT FOR HIGHWAY TRAFFIC FUNDS - RES NO. 2024-89

| FUND                       | AMOUNT        | DESCRIPTION                                                                        |
|----------------------------|---------------|------------------------------------------------------------------------------------|
| <b>SPECIAL GRANTS FUND</b> |               |                                                                                    |
| Estimated Revenues         |               |                                                                                    |
| State Grants               | 45,000        | Increase appropriation for State Grants - FDOT- Subgrant for Highway Traffic Funds |
| Total Revenues             | <u>45,000</u> |                                                                                    |
| Appropriations             |               |                                                                                    |
| Personnel Services         | 45,000        | Increase appropriation for Personnel Services                                      |
| Total Appropriations       | <u>45,000</u> |                                                                                    |



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 24-1019

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-89 - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC FUNDS

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2024-89.

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:**

According to recently published National Highway Traffic Safety Administration (NHTSA) national statistics for 2021, 13,384 people died in alcohol-impaired driving traffic deaths. That is a 14% increase from the previous year in 2020. In 2023, Florida alone experienced 1,042 impaired driving crashes with 613 fatalities. Pensacola is not immune to the problems caused by impaired drivers. This is reflected in the City of Pensacola's ranking on the Florida Department of Transportation's (FDOT) FY2025 Highway Safety Matrix (HSM) - Ranking of Florida Cities, Impaired Driving category. Pensacola is ranked 17th out of the 104 Florida Group II Cities for serious injuries and fatalities related to impaired driving. The HSM rankings are based on the total actual serious injuries and fatalities statewide from 2018 to 2022.

Pensacola is not only a popular place to live, but also a popular tourist destination. An estimated 100,000 vehicles traverse the city limits daily as motorists travel to and from work, shopping, errands, and attending events. Additional traffic is projected during the tourist season as residents and tourists head to area beaches and attractions. During holidays or special events, traffic can exceed 250,000 motorists on a given day.

With the FDOT subgrant funding, the Pensacola Police Department (PPD) will utilize strategies as detailed in the NHTSA Countermeasures that Work, Chapter One: Alcohol-and Drug-Impaired Driving and Chapter Two: Drug Impaired Driving:



**1-8. Alcohol Impaired Driving - Enforcement - Countermeasures**

-High Visibility Saturation Patrols

-Alcohol Measurement Devices

**1.8. Other Strategies or Behavior Change**

-Mass-Media Campaigns

-Zero Tolerance

**2-11. Drug-Impaired Driving-Enforcement-Countermeasure**

-Enforcement of Drug-Impaired Driving

During all enforcement operations related to this subgrant, drug-impaired driving and zero-tolerance traffic laws will be enforced. PPD Officers will be equipped with Portable Breath Testing instruments to enforce the zero-tolerance laws regarding underage drinking and driving. Our officers will conduct a public engagement campaign using message boards, local media outlets, social media, and/or press releases to raise awareness of the dangers of impaired driving at least 2 times per quarter. Lastly, the PPD will also participate in Drive Sober or Get Pulled Over campaign waves throughout the year. PPD has several officers who are certified as Drug Recognition Experts. These officers will be participating in the HVE saturation patrols and be available through on-call status to assist with Drug-Impaired Driving arrests.

**PRIOR ACTION:**

October 27, 2022 - City Council adopt Supplemental Budget Resolution No. 2022-098  
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY  
TRAFFIC FUNDS

**FUNDING:**

|         |             |       |
|---------|-------------|-------|
| Budget: | \$45,000.00 |       |
| Actual: | \$45,000.00 |       |
|         | \$45,000.00 | TOTAL |

**FINANCIAL IMPACT:**

Adoption of the supplemental budget resolution will appropriate the grants fund.

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

10/17/2024

**STAFF CONTACT:**

Tim Kinsella, City Administrator

Eric Randall, Chief of Police

**ATTACHMENTS:**

1. Supplemental Budget Resolution No. 2024-89
2. Supplemental Budget Explanation No. 2024-89

**PRESENTATION:** No

**RESOLUTION  
NO. 2024-89**

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**

|          |                    |         |
|----------|--------------------|---------|
| To:      | State Grants       | 45,000  |
| As Reads | Personnel Services | 74,100  |
| Amended  |                    |         |
| To Read: | Personnel Services | 119,100 |

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

DECEMBER 2024 - SUPPLEMENTAL BUDGET RESOLUTION - FDOT- SUBGRANT FOR HIGHWAY TRAFFIC FUNDS - RES NO. 2024-89

| FUND                       | AMOUNT        | DESCRIPTION                                                                        |
|----------------------------|---------------|------------------------------------------------------------------------------------|
| <b>SPECIAL GRANTS FUND</b> |               |                                                                                    |
| Estimated Revenues         |               |                                                                                    |
| State Grants               | 45,000        | Increase appropriation for State Grants - FDOT- Subgrant for Highway Traffic Funds |
| Total Revenues             | <u>45,000</u> |                                                                                    |
| Appropriations             |               |                                                                                    |
| Personnel Services         | 45,000        | Increase appropriation for Personnel Services                                      |
| Total Appropriations       | <u>45,000</u> |                                                                                    |



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1079

**Agenda Conference**

**12/9/2024**

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

FLORIDA DIVISION OF HISTORICAL RESOURCES - GRANT NO. 25.H.AC.100.125 -  
MIRAFLORES PARK BURIAL GROUND PRESERVATION PROJECT

**RECOMMENDATION:**

That City Council approve the acceptance of the Miraflores Park Burial Ground Preservation Project grant for a long-term preservation plan and marker in the amount of \$35,000. 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 requested funds for planning to guide long-term preservation and installation of a commemorative marker at the unmarked African American burial ground in Miraflores Park. The scope of work consists of hiring a consultant to develop a long-term preservation and management plan that will include an existing conditions assessment and a cultural landscape inventory based on the known historic context, resulting in a guide for the future preservation of this unmarked burial ground associated with the African American community. The scope of work also includes installing a custom, granite commemorative marker that will honor the 80 unmarked graves that were identified during the recent ground-penetrating radar survey, in addition to the two individuals who were recovered in 2021. The marker will include two compartments, much like a columbarium niche, to re-inter the skeletal remains of the two individuals who were discovered in the crawl space of the Boy Scout Building. Since their discovery, the remains of the two individuals have been kept in secure storage, but it is important that they are provided an appropriate final resting place.

**PRIOR ACTION:**

**FUNDING:**

Budget \$35,000 Florida Division of Historical Resources grant funding

Total \$35,000

Actual \$15,000 for long-term preservation plan

\$20,000 for marker

Total \$35,000

**FINANCIAL IMPACT:**

This project will be entirely funded by the grant award. Funding will be allocated through supplemental budget appropriation.

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

**STAFF CONTACT:**

Tim Kinsella, City Administrator

Amy Lovoy, Finance Director

Tonya Byrd, Parks and Recreation Assistant Director

Sherry Morris, Development Services Director

Cynthia Cannon, Planning and Zoning Division Manager

Adrianne Walker, Historic Preservation Planner

**ATTACHMENTS:**

1. Draft - Grant Agreement No. 25.h.ac.100.125

**PRESENTATION:** No



**AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
City of Pensacola  
25.h.ac.100.125**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the City of Pensacola hereinafter referred to as the "Grantee."

The Grantee has been awarded an Abandoned African-American Cemeteries Grant by the Division, grant number 25.h.ac.100.125 for the Project "Miraflores Burial Ground Preservation Project," in the amount of \$35,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3227, contained in the 2025 General Appropriations Act, HB5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.21(2), *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Miraflores Burial Ground Preservation Project," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to restore the Miraflores Cemetery in Pensacola, Florida. Work items include fabricate and install a minimum of one (1) appropriate marker/monument, including reinterring human remains in the marker; and create a preservation and management plan.

The reinterring of human remains must be in compliance with State and Federal laws.

If subsurface penetration or any ground disturbance occurs or will occur, a bioarchaeologist meeting the definition of Human Skeletal Analyst in 872.05 of Florida Statutes will be required to monitor the work.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

| # | Payment Type | Deliverable Description                                                                                                                                                                                                                                                                                           | Documentation                                                                                                                                                                                                                                                                                                                                              | Payment Amount |
|---|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1 | Fixed Price  | Provide a copy of the professional historic preservation consultant's credentials with example documentation that demonstrates their qualifications, a copy of the professional funeral director to reinter the remains with example documentation that demonstrates their qualifications and a project timeline. | One (1) digital copy of the professional historic preservation consultant credentials with example documentation that demonstrates their qualifications; One (1) digital copy of the professional funeral director to reinter the remains with example documentation that demonstrates their qualifications; One (1) digital copy of the project timeline. | \$10,000       |

|               |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                              |                 |
|---------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 2             | Fixed Price | Provide the following documentation for the installation of the new marker to the Division for review and approval: (1) specifications on the materials that will be used for the permanent grave marker, including documents on what it will look like; (2) a map denoting where each new marker will be placed. Provide the following documentation for the preservation and management plan to the Division for review and approval: (1) a completed and final draft of the long-term maintenance plan.                                                          | One (1) digital copy of the specifications on the material that will be used for the permanent grave marker, including documents on what it will look like; One (1) digital copy of a map denoting where each new marker will be placed; One (1) digital copy of the complete and final draft of the long-term maintenance plan.                                                                             | \$9,000         |
| 3             | Fixed Price | Provide the following documentation for the installation of the new marker to the Division for review and approval: (1) photographs demonstrating that the new marker has been installed. Provide the following documentation for the preservation and management plan to the Division for review and approval: (1) the completed and final long-term maintenance plan.                                                                                                                                                                                             | One (1) digital copy of photographs demonstrating the new marker has been installed; One (1) digital copy of a completed and final long-term maintenance plan.                                                                                                                                                                                                                                               | \$8,000         |
| 4             | Fixed Price | Provide the following for the reinterment of human remains to the Division for review and approval: (1) photographs demonstrating the container holding the remains for reinterment in the marker. In addition, a new/updated FMSF form (for previously extant structures over 50 years old) for the property; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks. | One (1) digital copy of photographs demonstrating the container holding the remains for reinterment in the marker; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) Single Audit Form; One (1) copy of the final progress report; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks. | \$8,000         |
| <b>Totals</b> |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                              | <b>\$35,000</b> |

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/24, and shall end 06/30/25, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be

the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Historical Resources:**

Harley Burgis  
Florida Department of State  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399  
Phone: 850.245.6393  
Email: harley.burgis@dos.myflorida.com

**For the Grantee:**

Contact: Adrienne Walker  
Address: 222 West Main Street Pensacola Florida 32502  
Phone: 850.435.1671  
Email: awalker@cityofpensacola.com

4. **Grant Payments.** All grant payments are requested online via [www.dosgrants.com](http://www.dosgrants.com) by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
  - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
  - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization and a payment has been received at the account in the past year, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. If the grantee has not received a payment at the account in the past year, they should check with DFS at (850) 413-5517 or e-mail at [DirectDeposit@MyFloridaCFO.com](mailto:DirectDeposit@MyFloridaCFO.com) to see if their EFT request is still active. The authorization form is accessible at [https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf\\_16](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16) where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [flvendor.myfloridacfo.com](http://flvendor.myfloridacfo.com). **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are

implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
- a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
  - b) Payments will be withheld or reduced for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
  - c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
  - d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding due to application of financial consequences.

9. **Additional Special Conditions.**

**For Cemetery Protection Projects:**

1. All project work must be in compliance with the Secretary of the Interior's Standards and Guidelines, as applicable to the project, available online at [www.nps.gov/tps/standards.htm](http://www.nps.gov/tps/standards.htm).
2. All project work related to preservation of historic grave markers must adhere to the guidance provided in the National Park Service's Preservation Brief 48, "Preserving Grave Markers in Historic Cemeteries, available online at [www.nps.gov/orgs/1739/preservation-briefs.htm](http://www.nps.gov/orgs/1739/preservation-briefs.htm).
3. The Grantee shall provide photographic documentation of all project activity. Guidelines regarding the photographic documentation are available online at [dos.fl.gov/historical/grants/abandoned-african-american-cemeteries-grants/](http://dos.fl.gov/historical/grants/abandoned-african-american-cemeteries-grants/).
4. The Grantee shall submit all contracts for services to the Division for review and approval prior to execution. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
5. When architectural planning documents are produced, including, but not limited to, architectural or engineering drawings and construction documents, the Grantee shall submit those documents to the Department for review and approval prior to any work taking place. These drawings should cover the entire restoration portion of the scope of work.
6. If archaeological fieldwork, including geophysical survey, will be conducted on state lands, a 1A-32 permit must be obtained from the Bureau of Archaeological Research prior to the beginning of that fieldwork and a copy must be submitted to the Division.
7. For projects that involve producing an archaeological survey report, the Grantee shall follow archaeological survey standards and guidelines as outlined in Chapter 1A-46, Florida Administrative Code, available online at [dos.fl.gov/historical/grants/abandoned-african-american-cemeteries-grants/](http://dos.fl.gov/historical/grants/abandoned-african-american-cemeteries-grants/). The survey report shall conform to the standards set in Chapter 1A-46, Florida Administrative Code.
8. For projects involving ground disturbance (examples include gravesite restoration; restoration/repair/replacement

of historic cemetery features; removal of vegetation that negatively impacts the cemetery; erosion control and fill to level sunken graves; installation of security features like fencing or lighting; installation of interpretive signage; and marking of unmarked remains), the Grantee shall:

1. Contract for archaeological monitoring of the project work by a qualified bioarcheologist. Grantee may request a waiver of this requirement from the Division if they believe that the services of a bioarchaeological monitor are not needed for the Project. The Division shall make a determination on grantee's request after review of the proposed work.
2. Comply with the following requirements and ensure that the requirements are included in all contracts for services, as applicable:
  1. Ground disturbance at the project site shall be minimized, thus reducing the possibility of damage to or destruction of cemetery features and interments.
  2. If a remote sensing survey to determine the boundaries of the cemetery or location of interments has not been completed, contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on the cemetery.
  3. Historic cemetery features and interments shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where historic cemetery features and interments may be disturbed or damaged.
9. In the event that human remains are encountered during project activities, all work shall stop immediately and the Grantee shall contact the State Archaeologist in accordance with Section 872.05, *Florida Statutes*. The Grantee shall also notify their Division grant manager.

**For Cemetery Research projects:**

1. The Grantee shall submit all contracts for services to the Division for review and approval prior to execution. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
  2. Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.
10. **Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:
- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
  - b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected. Non-site-specific projects that produce report(s) must include the aforementioned language in the report.
11. **Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by

September 30, except as allowed below.

- a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
  - b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
12. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via [www.dosgrants.com](http://www.dosgrants.com).
- a) **Total Compensation Paid to Non-Profit Personnel Report:**

If applicable, the Grantee shall complete and return to the Division within 30 days of the execution of this Agreement Attachment C, entitled "Total Compensation Paid to Non-Profit Personnel Using State Funds" which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

    - i. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
    - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

"State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.
  - b) **First Project Progress Report** is due by October 31, for the period ending September 30.
  - c) **Second Project Progress Report** is due by January 31, for the period ending December 31.
  - d) **Third Project Progress Report** is due by April 30, for the period ending March 31.
  - e) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.
13. a) **Matching Funds.** No matching funds are required.
14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed Thirty (30) days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the



individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 10/2022), which are incorporated by reference and are available online at [https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2). The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
  - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;
  - c) Costs not consistent with the grant project type, as described in Section III.C. of these guidelines and as selected in the application;
  - d) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
  - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
  - f) Expenditures for work not consistent with the applicable Preservation Standards as outlined in the Secretary of the Interior's Treatment of Historic Properties available at <https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm>; Chapter 267, Florida Statutes; or Chapter 497, Florida Statutes;
  - g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, Florida Statutes
  - h) Entertainment, food, beverages, plaques, awards or gifts;
  - i) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
  - j) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, which in aggregate exceed 5% of the grant award amount;
  - k) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
  - l) Insurance costs;
  - m) Capital improvements to property other than the Cemetery that is the subject of the Project;
  - n) Construction or installation of new buildings or structures, including, but not limited to, pole barns, storage sheds, education or interpretive buildings, visitor centers, bathrooms, pavilions, or gazebos;
  - o) Activities related to the interior of Religious Properties;
  - p) Planning for accessibility improvements for Religious Properties;
  - q) Accessibility improvements for Religious Properties;
  - r) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s), placement of which must be approved by the

Division);

- s) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; limited seating/benches; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of plantings posing an immediate threat to the Cemetery; gravesite restoration; and limited site lighting required for security, all if approved by the Division);
  - t) Removal or relocation of trees (Exception: trees that pose an immediate threat to the Cemetery; provided, however that rootballs and stumps of fallen trees should be left in place or returned to their original location following tree cutting. Upright trees should be cut low to the ground with stump left in place. Stump grinding or pulling any stumps out of the ground will require prior consultation with the Division. When removal of rootballs or overturned stumps of fallen trees must occur, the rootballs must first be examined for cultural material or human remains. If these are present, contact the Division immediately and prior to disturbance or removal. Any hole left by a rootball or stump removal (where cultural material or human remains are present) should be covered with fill from outside the Cemetery area. Surrounding soil should not be pushed into the hole, as not to disturb additional cultural material or human remains at the site;
  - u) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these and security fencing, if approved by the Division);
  - v) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division);
  - w) Equipment (a) including but not limited to portable sound systems, specialty fixtures and equipment, visual display units, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations unless specific prior approval has been granted by the Division (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application;
  - x) Supplies that will not be consumed in use during the duration of this Project;
  - y) Costs associated with attending or hosting conferences, summits, workshops or presentations including facility rent fees (Exception: municipal or county required public meetings necessary for completion of the grant-assisted Project);
  - z) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
  - aa) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects
17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, Florida Statutes, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to,
- the Reference Guide for State Expenditures.*
18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of

the returned check or draft, whichever is greater.

19. **Single Audit Act.** The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com/>. Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved..
21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
25. **Accounting Requirements.** The Grantee must maintain their financial records in such a manner that provides a complete record of the use of all grant funds as follows:
  - a) The records must be able to specifically provide an audit trail that traces the receipt, maintenance, and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories as approved in the grant application. If Grantee's accounting records accumulate data in a different format than the one specified in the agreement, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

- d) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
  - e) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
26. **Accounting Documentation.** For every expense related to the use of grant funds the Grantee must submit documentation that demonstrates the expense as follows:
- a) For all non-personnel costs, the Grantee must provide invoices/receipts and proof of payment (i.e. canceled/processed checks or bank statements).
  - b) For personnel costs, the Grantee must provide timesheets that are signed by the employee documenting the hours worked, include the cost per hour, and demonstrate a clear relationship to the submitted payment documentation.
  - c) All costs are required to be reconciled using the "Expenditure Log" in DOSgrants.com. All entries in this log must be supported by the documentation requirements described in this section.
27. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
28. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
29. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
30. **Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
  - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
  - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related

to this Agreement.

- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
31. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.
32. **No Discrimination.** The Grantee and their subcontractors may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The following or a similar provision must be inserted into all of the subcontracts for services executed under this Agreement:
- a. No employee or applicant for employment engaged under this Agreement may be discriminated against because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status.
33. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
34. **Termination of Agreement.**
- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
  - b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
  - c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
35. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach

or default.

36. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
37. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition may be requested by the Division for review and approval prior to execution of these subcontracts.
- a) The Grantee must procure all professional services (architects, conservators, historic preservation consultants, structural engineers, landscape architects,) using at least a request for qualifications, and the grantee must solicit at least three (3) responses to their request for the service.
  - b) All contracts for procurement of goods and services (construction, exhibit fabrication, etc.) not included in Section 37.a. as described above must be procured in the manner described below:
    - 1. **Procurement of Goods and Services Not Exceeding \$35,000.** The Grantee must use the applicable procurement method described below:
      - i. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices.
      - ii. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
    - 2. **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either formal invitation to bid or request for proposals, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
      - i. Any formal competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, and the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply
  - c) State entities should follow required procedures set forth in Chapter 287, Florida Statutes and Rule 60A 1.002 of Florida Administrative Code. If the grantee is a non-state entity (local government or non-profit organization) and has existing procurement requirements and procedures, follow the more restrictive, as long as state requirements are still met.
38. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
39. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.



40. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
41. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
42. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
43. **Rural Communities.** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
- a) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
  - b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
44. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
45. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
  - b) Estimated Project Budget (Attachment A)
  - c) Single Audit Act Requirements and Exhibit I (Attachment B)
  - d) Total Compensation Paid to Non-Profit Personnel Using State Funds (Attachment C)

**In acknowledgment of this grant, provided from funds appropriated in the FY2025 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.**

Department of State:

By:

\_\_\_\_\_  
Alissa Lotane, Division Director

\_\_\_\_\_  
Date

Grantee:

By:

\_\_\_\_\_  
Authorizing Official for the Grantee

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**Estimated Project Budget**

| Description                                                                                                              | Grant Funds     | Cash Match | In Kind Match |
|--------------------------------------------------------------------------------------------------------------------------|-----------------|------------|---------------|
| Fabricate and install a minimum of one (1) appropriate marker/monument, including reintering human remains in the marker | \$20,000        | \$0        | \$0           |
| Develop a preservation and management plan                                                                               | \$15,000        | \$0        | \$0           |
| <b>Totals</b>                                                                                                            | <b>\$35,000</b> | <b>\$0</b> | <b>\$0</b>    |

## ATTACHMENT B FLORIDA SINGLE AUDIT ACT REQUIREMENTS

### **AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

### **MONITORING**

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

### **AUDITS**

#### **Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office [www.ecfr.gov](http://www.ecfr.gov)

#### **Part II: State Funded**

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in

any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

### **Part III: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
  - A. The Department of State through the <https://dosgrants.com/> grants management system.
  - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.
2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department of State through the <https://dosgrants.com/> grants management system.
  - B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.



## **EXHIBIT 1**

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

Not Applicable

### **COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not Applicable

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

#### **MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

#### **SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Historic Cemeteries Program Grants, CSFA Number 45.067. Award Amount: \$35,000

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

# ATTACHMENT C

## Total Compensation Paid to Non-Profit Personnel Using State Funds

|                                                                                                                                                                                |                               |                          |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------|-------------------------------------|
| <b>Name:</b><br><b>Title:</b><br><b>Agency Agreement/Contract #</b><br><b>Total Contract Amount</b><br><b>Contract Term:</b><br><b>Invoice Number</b><br><b>Invoice Period</b> |                               |                          |                                     |
|                                                                                                                                                                                |                               |                          |                                     |
|                                                                                                                                                                                |                               |                          |                                     |
|                                                                                                                                                                                |                               |                          |                                     |
|                                                                                                                                                                                |                               |                          |                                     |
|                                                                                                                                                                                |                               |                          |                                     |
| <b>Line Item Budget Category</b>                                                                                                                                               | <b>Total Amount Allocated</b> | <b>Total Amount Paid</b> | <b>Amount Paid from State Funds</b> |
| Salaries                                                                                                                                                                       |                               |                          |                                     |
| Fringe Benefits                                                                                                                                                                |                               |                          |                                     |
| Bonuses                                                                                                                                                                        |                               |                          |                                     |
| Accrued Paid Time Off                                                                                                                                                          |                               |                          |                                     |
| Severance Payments                                                                                                                                                             |                               |                          |                                     |
| Retirement Contributions                                                                                                                                                       |                               |                          |                                     |
| In-Kind Payments                                                                                                                                                               |                               |                          |                                     |
| Incentive Payments                                                                                                                                                             |                               |                          |                                     |
|                                                                                                                                                                                |                               |                          |                                     |
| <b>Reimbursements/Allowances</b>                                                                                                                                               |                               |                          |                                     |
| Moving Expenses                                                                                                                                                                |                               |                          |                                     |
| Transportation Costs                                                                                                                                                           |                               |                          |                                     |
| Telephone Services                                                                                                                                                             |                               |                          |                                     |
| Medical Services Costs                                                                                                                                                         |                               |                          |                                     |
| Housing Costs                                                                                                                                                                  |                               |                          |                                     |
| Meals                                                                                                                                                                          |                               |                          |                                     |
|                                                                                                                                                                                |                               |                          |                                     |
| <b>Amount Paid to Date</b>                                                                                                                                                     |                               |                          |                                     |
| <b>CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.</b>                                                |                               |                          |                                     |
| <b>Name:</b>                                                                                                                                                                   |                               |                          |                                     |
| <b>Signature:</b>                                                                                                                                                              |                               |                          |                                     |
| <b>Title:</b>                                                                                                                                                                  |                               |                          |                                     |
| <b>Date:</b>                                                                                                                                                                   |                               |                          |                                     |



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1083

Agenda Conference

12/9/2024

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-92 - GRANT NO. 25.H.AC.100.125  
MIRAFLORES PARK BURIAL GROUND PRESERVATION PROJECT

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2024-92.

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 requested funds for planning to guide long-term preservation and installation of a commemorative marker at the unmarked African American burial ground in Miraflores Park. The scope of work consists of hiring a consultant to develop a long-term preservation and management plan that will include an existing conditions assessment and a cultural landscape inventory based on the known historic context, resulting in a guide for the future preservation of this unmarked burial ground associated with the African American community. The scope of work also includes installing a custom, granite commemorative marker that will honor the 80 unmarked graves that were identified during the recent ground-penetrating radar survey, in addition to the two individuals who were recovered in 2021. The marker will include two compartments, much like a columbarium niche, to re-inter the skeletal remains of the two individuals who were discovered in the crawl space of the Boy Scout Building. Since their discovery, the remains of the two individuals have been kept in secure storage, but it is important that they are provided an appropriate final resting place.

**PRIOR ACTION:**

**FUNDING:**

Budget \$35,000 Florida Division of Historical Resources grant funding

Total \$35,000

Actual \$15,000 for long-term preservation plan

\$20,000 for marker

Total \$35,000

**FINANCIAL IMPACT:**

This project will be entirely funded by the grant award. Funding will be allocated through supplemental budget appropriation.

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

**STAFF CONTACT:**

Tim Kinsella, City Administrator

Amy Lovoy, Finance Director

Tonya Byrd, Parks and Recreation Assistant Director

Sherry Morris, Development Services Director

Cynthia Cannon, Planning and Zoning Division Manager

Adrianne Walker, Historic Preservation Planner

**ATTACHMENTS:**

1. Supplemental Budget Resolution No. 2024-92
2. Supplemental Budget Explanation No. 2024-92
3. Draft - Grant Agreement No. 25.h.ac.100.125

**PRESENTATION:** No

**RESOLUTION  
NO. 2024-92**

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 | State Grants       | 7,000,000 |
| To:      |                    |           |
| Reads    | State Grants       | 7,035,000 |
| As Reads | Operating Expenses | 7,003,400 |
| To:      |                    |           |
| Reads    | Operating Expenses | 7,038,400 |

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

DEC 2024 - SUPPLEMENTAL BUDGET RESOLUTION - GRANT NO. 25.H.AC.100.125 MIRAFLORES BURIAL GROUND PRESERVATION PROJECT - RES NO. 2024-92

| FUND                       | AMOUNT        | DESCRIPTION                                                                             |
|----------------------------|---------------|-----------------------------------------------------------------------------------------|
| <b>SPECIAL GRANTS FUND</b> |               |                                                                                         |
| Estimated Revenues         |               |                                                                                         |
| State Grants               | 35,000        | Increase appropriation for State Grants - Miraflores Burial Ground Preservation Project |
| Total Revenues             | <u>35,000</u> |                                                                                         |
| Appropriations             |               |                                                                                         |
| Operating Expenses         | 35,000        | Appropriating Funds for Operating Expenses                                              |
| Total Appropriations       | <u>35,000</u> |                                                                                         |



**AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
City of Pensacola  
25.h.ac.100.125**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the City of Pensacola hereinafter referred to as the "Grantee."

The Grantee has been awarded an Abandoned African-American Cemeteries Grant by the Division, grant number 25.h.ac.100.125 for the Project "Miraflores Burial Ground Preservation Project," in the amount of \$35,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3227, contained in the 2025 General Appropriations Act, HB5001, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.21(2), *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Miraflores Burial Ground Preservation Project," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to restore the Miraflores Cemetery in Pensacola, Florida. Work items include fabricate and install a minimum of one (1) appropriate marker/monument, including reinterring human remains in the marker; and create a preservation and management plan.

The reinterring of human remains must be in compliance with State and Federal laws.

If subsurface penetration or any ground disturbance occurs or will occur, a bioarchaeologist meeting the definition of Human Skeletal Analyst in 872.05 of Florida Statutes will be required to monitor the work.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

| # | Payment Type | Deliverable Description                                                                                                                                                                                                                                                                                           | Documentation                                                                                                                                                                                                                                                                                                                                              | Payment Amount |
|---|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1 | Fixed Price  | Provide a copy of the professional historic preservation consultant's credentials with example documentation that demonstrates their qualifications, a copy of the professional funeral director to reinter the remains with example documentation that demonstrates their qualifications and a project timeline. | One (1) digital copy of the professional historic preservation consultant credentials with example documentation that demonstrates their qualifications; One (1) digital copy of the professional funeral director to reinter the remains with example documentation that demonstrates their qualifications; One (1) digital copy of the project timeline. | \$10,000       |

|               |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                              |                 |
|---------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 2             | Fixed Price | Provide the following documentation for the installation of the new marker to the Division for review and approval: (1) specifications on the materials that will be used for the permanent grave marker, including documents on what it will look like; (2) a map denoting where each new marker will be placed. Provide the following documentation for the preservation and management plan to the Division for review and approval: (1) a completed and final draft of the long-term maintenance plan.                                                          | One (1) digital copy of the specifications on the material that will be used for the permanent grave marker, including documents on what it will look like; One (1) digital copy of a map denoting where each new marker will be placed; One (1) digital copy of the complete and final draft of the long-term maintenance plan.                                                                             | \$9,000         |
| 3             | Fixed Price | Provide the following documentation for the installation of the new marker to the Division for review and approval: (1) photographs demonstrating that the new marker has been installed. Provide the following documentation for the preservation and management plan to the Division for review and approval: (1) the completed and final long-term maintenance plan.                                                                                                                                                                                             | One (1) digital copy of photographs demonstrating the new marker has been installed; One (1) digital copy of a completed and final long-term maintenance plan.                                                                                                                                                                                                                                               | \$8,000         |
| 4             | Fixed Price | Provide the following for the reinterment of human remains to the Division for review and approval: (1) photographs demonstrating the container holding the remains for reinterment in the marker. In addition, a new/updated FMSF form (for previously extant structures over 50 years old) for the property; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks. | One (1) digital copy of photographs demonstrating the container holding the remains for reinterment in the marker; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) Single Audit Form; One (1) copy of the final progress report; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks. | \$8,000         |
| <b>Totals</b> |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                              | <b>\$35,000</b> |

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. **Length of Agreement.** This Agreement shall begin on 07/01/24, and shall end 06/30/25, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be

the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Historical Resources:**

Harley Burgis  
Florida Department of State  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399  
Phone: 850.245.6393  
Email: harley.burgis@dos.myflorida.com

**For the Grantee:**

Contact: Adrienne Walker  
Address: 222 West Main Street Pensacola Florida 32502  
Phone: 850.435.1671  
Email: awalker@cityofpensacola.com

4. **Grant Payments.** All grant payments are requested online via [www.dosgrants.com](http://www.dosgrants.com) by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
  - a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
  - b) All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization and a payment has been received at the account in the past year, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. If the grantee has not received a payment at the account in the past year, they should check with DFS at (850) 413-5517 or e-mail at [DirectDeposit@MyFloridaCFO.com](mailto:DirectDeposit@MyFloridaCFO.com) to see if their EFT request is still active. The authorization form is accessible at [https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf\\_16](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16) where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [flvendor.myfloridacfo.com](http://flvendor.myfloridacfo.com). **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are

implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
- a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.
  - b) Payments will be withheld or reduced for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.
  - c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.
  - d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding due to application of financial consequences.

9. **Additional Special Conditions.**

**For Cemetery Protection Projects:**

1. All project work must be in compliance with the Secretary of the Interior's Standards and Guidelines, as applicable to the project, available online at [www.nps.gov/tps/standards.htm](http://www.nps.gov/tps/standards.htm).
2. All project work related to preservation of historic grave markers must adhere to the guidance provided in the National Park Service's Preservation Brief 48, "Preserving Grave Markers in Historic Cemeteries, available online at [www.nps.gov/orgs/1739/preservation-briefs.htm](http://www.nps.gov/orgs/1739/preservation-briefs.htm).
3. The Grantee shall provide photographic documentation of all project activity. Guidelines regarding the photographic documentation are available online at [dos.fl.gov/historical/grants/abandoned-african-american-cemeteries-grants/](http://dos.fl.gov/historical/grants/abandoned-african-american-cemeteries-grants/).
4. The Grantee shall submit all contracts for services to the Division for review and approval prior to execution. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
5. When architectural planning documents are produced, including, but not limited to, architectural or engineering drawings and construction documents, the Grantee shall submit those documents to the Department for review and approval prior to any work taking place. These drawings should cover the entire restoration portion of the scope of work.
6. If archaeological fieldwork, including geophysical survey, will be conducted on state lands, a 1A-32 permit must be obtained from the Bureau of Archaeological Research prior to the beginning of that fieldwork and a copy must be submitted to the Division.
7. For projects that involve producing an archaeological survey report, the Grantee shall follow archaeological survey standards and guidelines as outlined in Chapter 1A-46, Florida Administrative Code, available online at [dos.fl.gov/historical/grants/abandoned-african-american-cemeteries-grants/](http://dos.fl.gov/historical/grants/abandoned-african-american-cemeteries-grants/). The survey report shall conform to the standards set in Chapter 1A-46, Florida Administrative Code.
8. For projects involving ground disturbance (examples include gravesite restoration; restoration/repair/replacement

of historic cemetery features; removal of vegetation that negatively impacts the cemetery; erosion control and fill to level sunken graves; installation of security features like fencing or lighting; installation of interpretive signage; and marking of unmarked remains), the Grantee shall:

1. Contract for archaeological monitoring of the project work by a qualified bioarcheologist. Grantee may request a waiver of this requirement from the Division if they believe that the services of a bioarchaeological monitor are not needed for the Project. The Division shall make a determination on grantee's request after review of the proposed work.
2. Comply with the following requirements and ensure that the requirements are included in all contracts for services, as applicable:
  1. Ground disturbance at the project site shall be minimized, thus reducing the possibility of damage to or destruction of cemetery features and interments.
  2. If a remote sensing survey to determine the boundaries of the cemetery or location of interments has not been completed, contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on the cemetery.
  3. Historic cemetery features and interments shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where historic cemetery features and interments may be disturbed or damaged.
9. In the event that human remains are encountered during project activities, all work shall stop immediately and the Grantee shall contact the State Archaeologist in accordance with Section 872.05, *Florida Statutes*. The Grantee shall also notify their Division grant manager.

**For Cemetery Research projects:**

1. The Grantee shall submit all contracts for services to the Division for review and approval prior to execution. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
  2. Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.
10. **Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:
- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.
  - b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected. Non-site-specific projects that produce report(s) must include the aforementioned language in the report.
11. **Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by

September 30, except as allowed below.

- a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
  - b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.
12. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via [www.dosgrants.com](http://www.dosgrants.com).
- a) **Total Compensation Paid to Non-Profit Personnel Report:**

If applicable, the Grantee shall complete and return to the Division within 30 days of the execution of this Agreement Attachment C, entitled "Total Compensation Paid to Non-Profit Personnel Using State Funds" which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

    - i. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
    - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

"State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.
  - b) **First Project Progress Report** is due by October 31, for the period ending September 30.
  - c) **Second Project Progress Report** is due by January 31, for the period ending December 31.
  - d) **Third Project Progress Report** is due by April 30, for the period ending March 31.
  - e) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.
13. a) **Matching Funds.** No matching funds are required.
14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed Thirty (30) days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the



individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 10/2022), which are incorporated by reference and are available online at [https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2). The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
  - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;
  - c) Costs not consistent with the grant project type, as described in Section III.C. of these guidelines and as selected in the application;
  - d) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
  - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
  - f) Expenditures for work not consistent with the applicable Preservation Standards as outlined in the Secretary of the Interior's Treatment of Historic Properties available at <https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm>; Chapter 267, Florida Statutes; or Chapter 497, Florida Statutes;
  - g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, Florida Statutes
  - h) Entertainment, food, beverages, plaques, awards or gifts;
  - i) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
  - j) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, which in aggregate exceed 5% of the grant award amount;
  - k) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
  - l) Insurance costs;
  - m) Capital improvements to property other than the Cemetery that is the subject of the Project;
  - n) Construction or installation of new buildings or structures, including, but not limited to, pole barns, storage sheds, education or interpretive buildings, visitor centers, bathrooms, pavilions, or gazebos;
  - o) Activities related to the interior of Religious Properties;
  - p) Planning for accessibility improvements for Religious Properties;
  - q) Accessibility improvements for Religious Properties;
  - r) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s), placement of which must be approved by the

Division);

- s) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; limited seating/benches; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of plantings posing an immediate threat to the Cemetery; gravesite restoration; and limited site lighting required for security, all if approved by the Division);
  - t) Removal or relocation of trees (Exception: trees that pose an immediate threat to the Cemetery; provided, however that rootballs and stumps of fallen trees should be left in place or returned to their original location following tree cutting. Upright trees should be cut low to the ground with stump left in place. Stump grinding or pulling any stumps out of the ground will require prior consultation with the Division. When removal of rootballs or overturned stumps of fallen trees must occur, the rootballs must first be examined for cultural material or human remains. If these are present, contact the Division immediately and prior to disturbance or removal. Any hole left by a rootball or stump removal (where cultural material or human remains are present) should be covered with fill from outside the Cemetery area. Surrounding soil should not be pushed into the hole, as not to disturb additional cultural material or human remains at the site;
  - u) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these and security fencing, if approved by the Division);
  - v) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division);
  - w) Equipment (a) including but not limited to portable sound systems, specialty fixtures and equipment, visual display units, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations unless specific prior approval has been granted by the Division (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application;
  - x) Supplies that will not be consumed in use during the duration of this Project;
  - y) Costs associated with attending or hosting conferences, summits, workshops or presentations including facility rent fees (Exception: municipal or county required public meetings necessary for completion of the grant-assisted Project);
  - z) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
  - aa) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects
17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, Florida Statutes, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to,
- the Reference Guide for State Expenditures.*
18. **Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of

the returned check or draft, whichever is greater.

19. **Single Audit Act.** The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com/>. Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved..
21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
23. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.
24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
25. **Accounting Requirements.** The Grantee must maintain their financial records in such a manner that provides a complete record of the use of all grant funds as follows:
  - a) The records must be able to specifically provide an audit trail that traces the receipt, maintenance, and expenditure of state funds;
  - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories as approved in the grant application. If Grantee's accounting records accumulate data in a different format than the one specified in the agreement, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
  - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

- d) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
  - e) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
26. **Accounting Documentation.** For every expense related to the use of grant funds the Grantee must submit documentation that demonstrates the expense as follows:
- a) For all non-personnel costs, the Grantee must provide invoices/receipts and proof of payment (i.e. canceled/processed checks or bank statements).
  - b) For personnel costs, the Grantee must provide timesheets that are signed by the employee documenting the hours worked, include the cost per hour, and demonstrate a clear relationship to the submitted payment documentation.
  - c) All costs are required to be reconciled using the "Expenditure Log" in DOSgrants.com. All entries in this log must be supported by the documentation requirements described in this section.
27. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
28. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
29. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.
30. **Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
  - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
  - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related

to this Agreement.

- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
31. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.
32. **No Discrimination.** The Grantee and their subcontractors may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The following or a similar provision must be inserted into all of the subcontracts for services executed under this Agreement:
- a. No employee or applicant for employment engaged under this Agreement may be discriminated against because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status.
33. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
34. **Termination of Agreement.**
- a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.
  - b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
  - c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
35. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach

or default.

36. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
37. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition may be requested by the Division for review and approval prior to execution of these subcontracts.
- a) The Grantee must procure all professional services (architects, conservators, historic preservation consultants, structural engineers, landscape architects,) using at least a request for qualifications, and the grantee must solicit at least three (3) responses to their request for the service.
  - b) All contracts for procurement of goods and services (construction, exhibit fabrication, etc.) not included in Section 37.a. as described above must be procured in the manner described below:
    - 1. **Procurement of Goods and Services Not Exceeding \$35,000.** The Grantee must use the applicable procurement method described below:
      - i. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 may be conducted at the Grantee's discretion using good purchasing practices.
      - ii. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition such as written quotations and informal bids, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
    - 2. **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either formal invitation to bid or request for proposals, and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
      - i. Any formal competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, and the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply
  - c) State entities should follow required procedures set forth in Chapter 287, Florida Statutes and Rule 60A 1.002 of Florida Administrative Code. If the grantee is a non-state entity (local government or non-profit organization) and has existing procurement requirements and procedures, follow the more restrictive, as long as state requirements are still met.
38. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
39. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.



40. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
41. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
42. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
43. **Rural Communities.** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
- a) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
  - b) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
44. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
45. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
  - b) Estimated Project Budget (Attachment A)
  - c) Single Audit Act Requirements and Exhibit I (Attachment B)
  - d) Total Compensation Paid to Non-Profit Personnel Using State Funds (Attachment C)

**In acknowledgment of this grant, provided from funds appropriated in the FY2025 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.**

Department of State:

By:

\_\_\_\_\_  
Alissa Lotane, Division Director

\_\_\_\_\_  
Date

Grantee:

By:

\_\_\_\_\_  
Authorizing Official for the Grantee

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**Estimated Project Budget**

| <b>Description</b>                                                                                                       | <b>Grant Funds</b> | <b>Cash Match</b> | <b>In Kind Match</b> |
|--------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|----------------------|
| Fabricate and install a minimum of one (1) appropriate marker/monument, including reintering human remains in the marker | \$20,000           | \$0               | \$0                  |
| Develop a preservation and management plan                                                                               | \$15,000           | \$0               | \$0                  |
| <b>Totals</b>                                                                                                            | <b>\$35,000</b>    | <b>\$0</b>        | <b>\$0</b>           |

## **ATTACHMENT B**

### **FLORIDA SINGLE AUDIT ACT REQUIREMENTS**

#### **AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### **MONITORING**

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

#### **AUDITS**

##### **Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office [www.ecfr.gov](http://www.ecfr.gov)

##### **Part II: State Funded**

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in

any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

### **Part III: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
  - A. The Department of State through the <https://dosgrants.com/> grants management system.
  - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.
2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department of State through the <https://dosgrants.com/> grants management system.
  - B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.



## **EXHIBIT 1**

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

Not Applicable

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

Not Applicable

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Historic Cemeteries Program Grants, CSFA Number 45.067. Award Amount: \$35,000

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

# ATTACHMENT C

## Total Compensation Paid to Non-Profit Personnel Using State Funds

|                                                                                                                                                                                |                               |                          |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------|-------------------------------------|
| <b>Name:</b><br><b>Title:</b><br><b>Agency Agreement/Contract #</b><br><b>Total Contract Amount</b><br><b>Contract Term:</b><br><b>Invoice Number</b><br><b>Invoice Period</b> |                               |                          |                                     |
|                                                                                                                                                                                |                               |                          |                                     |
|                                                                                                                                                                                |                               |                          |                                     |
|                                                                                                                                                                                |                               |                          |                                     |
|                                                                                                                                                                                |                               |                          |                                     |
|                                                                                                                                                                                |                               |                          |                                     |
| <b>Line Item Budget Category</b>                                                                                                                                               | <b>Total Amount Allocated</b> | <b>Total Amount Paid</b> | <b>Amount Paid from State Funds</b> |
| Salaries                                                                                                                                                                       |                               |                          |                                     |
| Fringe Benefits                                                                                                                                                                |                               |                          |                                     |
| Bonuses                                                                                                                                                                        |                               |                          |                                     |
| Accrued Paid Time Off                                                                                                                                                          |                               |                          |                                     |
| Severance Payments                                                                                                                                                             |                               |                          |                                     |
| Retirement Contributions                                                                                                                                                       |                               |                          |                                     |
| In-Kind Payments                                                                                                                                                               |                               |                          |                                     |
| Incentive Payments                                                                                                                                                             |                               |                          |                                     |
|                                                                                                                                                                                |                               |                          |                                     |
| <b>Reimbursements/Allowances</b>                                                                                                                                               |                               |                          |                                     |
| Moving Expenses                                                                                                                                                                |                               |                          |                                     |
| Transportation Costs                                                                                                                                                           |                               |                          |                                     |
| Telephone Services                                                                                                                                                             |                               |                          |                                     |
| Medical Services Costs                                                                                                                                                         |                               |                          |                                     |
| Housing Costs                                                                                                                                                                  |                               |                          |                                     |
| Meals                                                                                                                                                                          |                               |                          |                                     |
|                                                                                                                                                                                |                               |                          |                                     |
| <b>Amount Paid to Date</b>                                                                                                                                                     |                               |                          |                                     |
| <b>CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.</b>                                                |                               |                          |                                     |
| <b>Name:</b>                                                                                                                                                                   |                               |                          |                                     |
| <b>Signature:</b>                                                                                                                                                              |                               |                          |                                     |
| <b>Title:</b>                                                                                                                                                                  |                               |                          |                                     |
| <b>Date:</b>                                                                                                                                                                   |                               |                          |                                     |



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1155

Agenda Conference

12/9/2024

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

AMENDMENT TO THE CITY OF PENSACOLA PURCHASING POLICIES AND PROCEDURES

**RECOMMENDATION:**

That City Council approve the amendment to the City of Pensacola Purchasing Policies and Procedures adding Section 18 - Federal Procurement Regulations

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola has received several federal grants. Florida Commerce, overseeing these grants on behalf of the federal government, has required a change to the City's procurement policies and procedures to include a section that states that the City will abide by all relevant federal, state and local procurement laws and regulations including those in 2 CFR 200-317-326.

**PRIOR ACTION:**

July 2015

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

N/A

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

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
Amy Lovoy, Finance Director

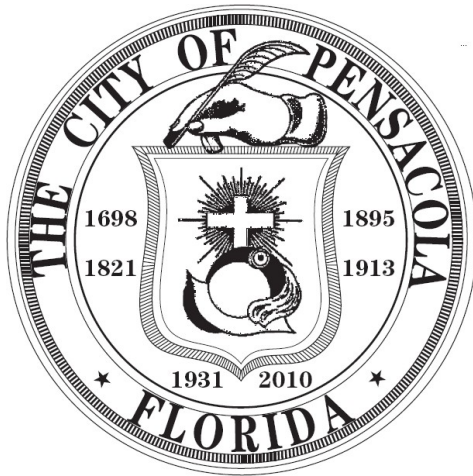
**ATTACHMENTS:**

1. City of Pensacola Purchasing Manual effective January 2025

**PRESENTATION:** No

# CITY OF PENSACOLA

## PURCHASING POLICIES & PROCEDURES



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CITY OF PENSACOLAPURCHASING POLICIES AND PROCEDURES MANUALSECTION 1 - INTRODUCTION

- 1.01 Purpose
- 1.02 General Statement
- 1.03 Scope
- 1.04 General Policies
- 1.05 Definitions

SECTION 2 - RESPONSIBILITIES, FUNCTIONS AND OBJECTIVES

- 2.01 Requesting Department's Responsibilities
- 2.02 Purchasing Activity
  - A. Responsibilities
  - B. Function
  - C. Objectives
  - D. Relations with City Departments
- 2.03 Ethical Standards

SECTION 3 – PURCHASES UP TO \$25,000

- 3.01 Purchases \$0 to \$500
- 3.02 Purchases \$501 to \$1,500
- 3.03 Purchases \$1,501 to \$2,500
- 3.04 Purchases \$2,501 to \$10,000
- 3.05 Purchases \$10,001 to \$25,000
- 3.06 Purchases over \$25,000
- 3.07 Invoice Payment Policy (Prompt Payment Act)
  - A. Purpose
  - B. Proper Invoice Requirements
  - C. Calculating Payment Due Date
  - D. Notification of Improper Invoice
  - E. Dispute Resolution Procedures

SECTION 4 – HOW TO USE A REQUEST FOR PAYMENT (RP)

- 4.01 Purpose
- 4.02 Procedure
- 4.03 Routing
- 4.04 Processing for Payment

SECTION 5 – HOW TO USE A PURCHASE ORDER (PO)

- 5.01 Purchase Requisition
  - A. Purpose
  - B. When Prepared
  - C. Who Prepares



- 
- D. How Prepared
  - E. Routing
  - 5.02 Acquisition Process
    - A. Securing Competitive Price Quotes
    - B. Competitive Price Quotes Not Required
    - C. Award of Bid
  - 5.03 Purchase Order
    - A. Purpose
    - B. Types of Purchase Orders
    - C. When Issued
    - D. Who Issues
    - E. How to Prepare
    - F. Routing Purchase Order
    - G. Cancellation
  - 5.04 Change Orders
    - A. Purpose
    - B. When Prepared
    - C. Who Approves
    - D. Processing Change Orders
  - 5.05 Receiving, Inspecting, Testing
    - A. Receiving and Inspecting
    - B. Testing
  - 5.06 Invoices
    - A. Definition
    - B. What Invoices Should Contain
    - C. Processing Payment
    - D. Partial Payments
  - 5.07 Partial Receiving Reports and Partial Invoices
    - A. Partial Receiving Report
    - B. Processing Partial Receiving Reports
    - C. Partial Invoice
    - D. Processing Partial Invoices

#### SECTION 6 - PURCHASES OVER \$25,000

- 6.01 Purchasing Ordinance
- 6.02 Procurement Methods

#### SECTION 7 - EMERGENCY PURCHASE ORDERS

- 7.01 Definition
- 7.02 Purpose
- 7.03 Who Makes Purchase
- 7.04 How Purchase Is Made
- 7.05 General Information\_

#### SECTION 8 - PRICE AGREEMENTS

- 8.01 General
- 8.02 Need for Price Agreements
- 8.03 Types of Price Agreements

- 
- A. Indefinite Quantity Contracts
  - B. Service Agreements
  - C. Blanket Purchase Orders
  - 8.04 GSA/State/Other Government Contract Price Agreements

#### SECTION 9 - SOLE SOURCE ACQUISITIONS

- 9.01 General
- 9.02 Submitting Sole Source Requisitions
- 9.03 Sole Source Guidelines

#### SECTION 10 - PROFESSIONAL SERVICES

- 10.01 Definition
- 10.02 Services \$0 to \$10,000
- 10.03 Services \$10,001 to \$25,000
- 10.04 Services Over \$25,000
- 10.05 Request for Proposals
- 10.06 Consultants Competitive Negotiation Act (CCNA)
  - A. Definition
  - B. Policies and Procedures
- 10.07 Commercial Real Estate Services

#### SECTION 11 - FORMAL BID PROCEDURES

- 11.01 General Information
- 11.02 Vendor Selection
- 11.03 Acquisition Method
  - A. Invitation to Bid
  - B. Request for Proposal
  - C. Request for Statement of Qualifications
- 11.04 Contents of Solicitation
- 11.05 Bid Security and Bonds
  - A. Bid Deposits
  - B. Bonds
- 11.06 Processing Bids
  - A. Request for Bids and Proposals
  - B. Advertising Bids
  - C. Distributing Bids
  - D. Pre-Bid Conference
  - E. Issuing Addenda
- 11.07 Receiving Bids
  - A. Control of Bids
  - B. Modifications to Bids Prior to Bid Call
- 11.08 Bid Opening
  - A. Procedure
  - B. Public Disclosure
  - C. Telephone/Telecopy Responses
  - D. Late Bids
- 11.09 Preliminary Screening of Bids
  - A. Modification or Withdrawal of Bids After Bid Opening

- 
- B. Mistakes in Bids
  - C. Alternate Bids, Approved Equivalent or Equals
  - D. Only One Bid Received
  - E. No Bids
  - F. Waiver of Informalities
  - G. Tabulating Bids
  - H. Processing Bids After Opening
  - 11.10 Bid Evaluation and Award
    - A. Evaluation
    - B. General Criteria for Award
    - C. Low Bid Meeting Specification
    - D. Award to Other Than Low Bidder
    - E. Tie Bids
    - F. Rejection of Bids
    - G. Recommendation of Awards
    - H. Bid Award
    - I. Bid Files\_

#### SECTION 12 - VENDOR RELATIONS

- 12.01 Vendor Application and Qualification
  - A. Application
  - B. Qualifications
  - C. Vendor list
  - D. Complaints Against Vendors
- 12.02 Vendor Relations
  - A. Introduction
  - B. Ethical Considerations
  - C. Initial Vendor Contact
  - D. Department Contact With Vendors\_

#### SECTION 13 - SPECIFICATIONS AND COMMODITY LIST

- 13.01 Specifications
  - A. Specification Development
  - B. Purpose of Specification
  - C. Types of Specifications
  - D. Recommended Practices
- 13.02 Commodity List\_

#### SECTION 14 - CENTRAL STORES

- 14.01 Central Garage
  - A. Repair and Maintenance
  - B. Automotive Parts
  - C. Vendor Selection
  - D. Quotation System
  - E. Consideration of Deliverability

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SECTION 15 - SURPLUS/OBSOLETE PROPERTIES

- 15.01 Responsibility
- 15.02 Disposal of Surplus Land and Buildings
- 15.03 Surplus Property Storage Facilities
  - A. On-Site Storage
  - B. Central Garage
  - C. Confiscated Property
- 15.04 Procedure for Transfer, Disposal or Trade-In of Surplus Tangible Personal Property
- 15.05 Other Information Regarding Disposal of Surplus Tangible Personal Property
  - A. Authority
  - B. Competitive Public Sale
  - C. Cannibalization of Property
  - D. Required Forms

SECTION 16 - PURCHASING TECHNIQUES

- 16.01 Definition of Quality
- 16.02 Steps to Produce the Right Quality
- 16.03 Buying the Right Quantity
- 16.04 Factors in Determining Quantity
- 16.05 Methods of Quantity Buying
- 16.06 Department's Role in Quantity Buying
- 16.07 Buying at the Right Price
- 16.08 Factors Affecting the Ultimate Cost
- 16.09 Factors Affecting Net Cost

SECTION 17 – SMALL BUSINESS ENTERPRISE PROGRAM

- 17.01 Authority

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EXHIBITS

| <u>NUMBER</u> | <u>DESCRIPTION</u>                                    | <u>REFERENCE<br/>SECTION</u> |
|---------------|-------------------------------------------------------|------------------------------|
| 1             | Purchasing Ordinance.....                             | 6.01                         |
| 2             | Spending Levels by Object Code.....                   | 3.00                         |
| 3             | Request for Quotation.....                            | 3.02                         |
| 4             | Competitive Quotation Summary .....                   | 3.02                         |
| 5             | Sole Source Certification.....                        | 9.02                         |
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**SECTION 1 - INTRODUCTION****1.01 PURPOSE**

The purpose of this manual is to provide all departments with the procedures and policies to be used in the procurement of goods and services and further to provide for the fair and equitable treatment of all persons involved in public purchasing by the City of Pensacola; to maximize the purchasing value of public funds; and to provide safeguards for maintaining a procurement system of quality and integrity.

Each department should maintain this manual in a loose-leaf binder so that procedural modifications may be inserted as required. These modifications will be provided in writing from the Purchasing.

**1.02 GENERAL STATEMENT**

It is the goal of the City of Pensacola to develop a comprehensive purchasing system. This system provides greater cost-effectiveness and public accountability in the procurement process.

**1.03 SCOPE**

The policies and procedures outlined in this manual shall apply to all departments involved with any procurement of goods and services for the City of Pensacola.

**1.04 GENERAL POLICIES**

1. All elected and appointed officials of the City, who participate in the negotiation and approval of purchases and contracts, are personally responsible for becoming familiar with and abiding by all applicable Florida State statutes and City policies and procedures governing such activities.
2. The City's goal is to receive maximum value for the public dollar and to purchase in the best interest of the City.
3. The Mayor is designated the Chief Contracting Officer for the City; it is his responsibility to give leadership in all purchasing and contracting activities to the City, sign contracts, issue regulations and procedures and delegate purchasing responsibilities.
4. Bids shall be awarded to the lowest responsible bidder, taking into consideration his skill, business judgment, experience, facilities to carry out the contract and previous conduct under other contracts, the quality of previous work and his pecuniary ability. The City reserves the right to accept or reject, in whole or in part, any or all bids.
5. In determining which vendor to use for a particular good or service, price should be an important, but not necessarily the only or deciding factor. In the case of goods, there are instances where a particular product may have advantages or address particular needs of the City (or Department), that make price not the sole determining factor. In the case of services, some vendors/contractors may have particular expertise or experience that proves beneficial or decisive. For some goods and services, having a local or nearby location can provide an advantage to the City that can be a deciding factor in their selection, such as, but not limited to, the repair of equipment and vehicles. In all cases where a department does not chose the lowest quote or bid, written justification should



be provided so that the Purchasing Office can make a determination as to the validity of the reason.

6. Acceptance of gifts, other than items of nominal value such as advertising novelties, is prohibited. Officials and employees shall not become obligated to any vendor and must not conclude any City transaction from which they may personally benefit. Nor shall any official or employee seek to influence the purchase of a product or service from any offeree; except this restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and council with respect to the purchase.
7. All qualified bidders shall be afforded equal opportunities to quote and will compete on equal terms.
8. The City shall strive to maintain strong and enduring relationships with vendors of proven ability and with those who have a desire to meet the needs of the City. To accomplish this, purchasing activities shall be conducted so that vendors will value the City's business and will make every effort to furnish its requirements on the basis of quality, service and price.
9. Individuals engaged in purchasing shall foster constructive competition by constantly seeking new bidders, obtaining several bids on almost everything purchased and developing more than one active source of supply for various products and services.
10. It is City policy to effect maximum feasible standardization of products used within and among departments in order to minimize stock levels and obtain better prices through larger quantity purchases.
11. The City will buy only from suppliers who have adequate financial strength, high ethical standards and a record of adhering to specifications, maintaining shipping promises and giving a full measure of service. New sources of supply will be given due consideration as multiple sources of supply are necessary to ensure availability of materials.

#### 1.05 DEFINITIONS

**Acceptable Quality Level** - The allowable deviation from a defined standard of performance that can occur before the City will reject the specific service.

**Acknowledgment** - A form used to inform the buyer that the seller has accepted the order. Copies of all acknowledgments should be sent to Purchasing Activity immediately upon receipt.

**Advertising** - A form of public notice of an intended purchase.

**Alternate Bid** - A bid submitted in knowing variance from the specifications, terms, condition, or provisions of the solicitation. The City reserves the right to determine acceptance of proposed equivalent or equal items.

**As is** - Term indicating that goods offered for sale are without warranty or guarantee; and that the purchaser takes the goods at his own risk without recourse against the seller for the condition or performance of the goods.

**Award** - The acceptance of a bid or proposal.

**Best Interest of the City** - A judgmental assessment of what will result in a maximum benefit or best offering based on specific criteria being conferred upon the City.

**Bid** - A competitive price offer made by an intended Seller, normally by written notice, offered as a result of a formal invitation to prospective vendors.

**Bid Acceptance** - The unconditional receipt of the Bid at the designated Bid location within the time frame and conditions set in the Bid document. Any alterations to the Bidder's offer after the close of the Bid, or any deviations from the conditions set in the bid Document may result in the rejection and removal of the Bid.

**Bid Bond** - An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the Purchasing Policy and Procedures Manual

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event that a specific bidder, if his bid is accepted, fails to accept the contract as bid.

**Bid Deposit** - A sum of money or check deposited with and as instructed by the prospective purchaser to guarantee the bidder will, if selected, accept the contract in accordance with the bid. If the bidder does not accept the contract, he forfeits the amount of deposit.

**Bid Evaluation** - The approach for selection of the Bid Award, which shall be based on the requirements set forth in the Bid Document. The evaluation may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose and to existing systems or equipment, and may also be based on total and life cycle cost as well as freight, setup, or installation charges.

**Bid Opening** - The process through which the contents of bids are revealed for the first time to the government, to other bidders and usually to the public.

**Bid Sample** - A sample required of a bidder for examination, comparison, testing and evaluation by the prospective purchaser.

**Bidder** - Any person submitting a competitive bid in response to a solicitation.

**Bidder (Responsible)** - A bidder who satisfies all the following requirements:

- (1) Is a manufacturer of, regular dealer in, or an agent of a manufacturer of supplies of the general character to be furnished.
- (2) Is financially and otherwise able to perform the Contract/Purchase Order indicated by their offer.
- (3) Is otherwise qualified and eligible by law and regulation.

**Bidder (Responsive)** - A bidder who has submitted a bid which conforms in all material respects to the (formal or informal) Invitation to Bid or Quote.

**Bidders' List** - A vendors' list maintained by the purchasing office setting out the names and addresses of suppliers from who bids, proposals and quotations could be solicited.

**Blanket Purchase Order** - A type of Purchase Order that authorizes the purchase of specific materials, supplies, and/or services made on a regular basis for a stated period of time from a particular vendor.

**Boilerplate** - Colloquial designation for standard terms and conditions, usually preprinted, incorporated in an Invitation for Bids, Request for Proposals or a contract or purchase order.

**Bond** - See Bid Bond, Performance Bond and Contract Bond.

**Brand Name** - A product name, which serves to identify a product of a particular manufacturer, a trade name.

**Brand Name Only Specification** - A specification that cites the brand name, model number or some other designation that identifies a specific product to be offered exclusive of others.

**Brand Name or Equal Specification** - A specification that cites brand names, model numbers, or other identifications as representing quality and performance called for, and inviting bids on comparable items or products of any manufacturer.

**Bulk Purchasing** - Purchasing in large quantities to seek a lower price per unit; volume purchasing.

**Cash Discount** - Discount from the purchase price allowed by the seller to the buyer when payment is made within a designated period.

**Centralization of Purchasing** - The concentration of purchasing under one control.

**Certificate of Non-Collusion** - A statement signed by a bidder and submitted with his bid affirming that his bid is made freely, independently and without consultation with any other bidder.

**Change Order** - A written order, which effects a change of any kind to the original Contract or Purchase Order.

**Code of Ethics** - A written set of guidelines within which judgments and considerations of professional ethics and behavior should be made.

**Collusion** - A secret agreement or cooperation between two or more persons to accomplish a fraudulent, deceitful or unlawful purpose.

**Collusive Bidding** - The response to bid invitations by two or more vendors who have secretly agreed to circumvent laws and rules regarding independent and competitive bidding.

**Commercial Law** - Jurisprudence relating to the rights of property and relations of those engaged in commerce.

**Committee Memorandum** - Formal request for approval from the City Council for a public work or improvement or for purchases not previously appropriated by Council.

**Commodity** - An article of trade, a movable article of value, something that is bought or sold; any movable or tangible thing that is produced or used as the subject of barter or sale.

**Commodity List** - This catalog shall contain detailed listing of commodities purchased by the Purchasing Activity.

**Competition** - The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

**Competitive Bidding** - (a) The submission of prices by individuals or firms competing for a contract, privilege or right to supply merchandise or services. (b) More than one valid response to a bid invitation.

**Competitive Negotiation** - A method for contracting for goods and services, whereby proposals are solicited from qualified suppliers, following submission of which changes in proposals and prices are allowed, and the offer deemed by the awarding authority to be most advantageous in terms of criteria as designated in the Request for Proposals is accepted.

**Competitive Quotations** - (See Informal Bid)

**Competitive Quotation Summary** - Documentation of informal (i.e. phone solicitation) to be attached to the Requisition.

**Competitive Sealed Proposals** - (See Competitive Negotiations)

**Confirming Purchase Order** - A Purchase Order restating the same terms originally placed orally. Confirming Purchase Order Number(s) are issued only by the Finance Department after receiving an approved requisition.

**Conflict of Interest** - A situation wherein an individual as part of his duties must make a decision to take action that will affect his personal interests.

**Consultants Competitive Negotiation Act** - A procedure established by Florida Statutes establishing the requirements for acquisition of professional architectural, engineering, landscaping architectural, mapping or land-surveying services.

**Contract** - Includes contractual instruments, including, but not limited to contracts, leases, interlocal agreements, grants, sales agreements, service agreements, joint participation agreements, maintenance agreements, attachments, change orders, addendum, bonds, fee schedules, and any other related documents for incorporation into the contractual agreement.

**Contract Administration** - The act of overseeing/administering a contract to ensure the duties set forth in the contract document are performed to the satisfaction of the City and the contractor.

**Contract Bond** - A bond executed in connection with a contract and which secures the performance and fulfillment of all the undertakings, covenants, terms, conditions, and agreements contained in the contract. See Performance Bond.

**Contract Execution** - The act of overseeing the signing of a legally binding document which shall include signatures of the Contractor, Mayor, City Attorney and City Clerk with appropriate notaries and seals. The City Clerk's office shall be responsible for the proper execution of formal contracts to include distribution of signed contracts and maintenance of the Official Record.

**Contractor** - Any one of the parties to a contract.

**Contractual Services** - Basic services provided to the City under contract or Purchase Order in which charges, effective periods, and extent of work are defined. Examples of contractual services are janitorial services, maintenance services, mechanical services and construction services.

**Definite Quantity Contract** - A contract to furnish a specific quantity of an item or items at a specified price and time. The contract is fulfilled by delivery and acceptance of the specific quantity at the City, at such place designated in the contract.

**Delivery Schedule** - Required or agreed time, or rate, of delivery of goods or services.

**Disadvantaged Business Enterprise (DBE)** - A term used by the City of Pensacola for federally funded projects whose definition is that of a small business concern as follows:

1. A firm which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the enterprise.

**Discount** - Vendor's deduction from the selling price, usually upon some cost reducing condition such as prompt payment.

**Disposal** - The act of getting rid of scrap, excess or surplus property.

**Dispute** - A difference between a contractor and a jurisdiction over performance or other elements of a contract calling for appropriate administrative action with the intent of achieving a remedial result. (See Protest)

**Emergency Purchase** - A purchase made without following the normal purchasing procedures in order to obtain goods or services quickly to meet an urgent and unexpected requirement. The Mayor shall have the authority to make Emergency Purchases without competitive bids. Any emergency purchases that require appropriation, must be reported to Council.

**Equal, Or Equal To** - A phrase used to indicate the acceptability of product of similar or superior function, purpose, design, and/or performance. (See Brand Name)

**Escalation Clause** - (See Price Adjustment Clause)

**Established Catalogue Price** - The price included in a catalogue, price schedule or other form that: (1) is regularly maintained by a manufacturer or contractor; (2) is either published or otherwise available for inspection by customers; and (3) states prices at which sales are currently or were last made to a significant number of any category of buyers, or to the general buying public, for the supplies or services involved.

**Ethics** - (See Ethical Standards, Section 2.03)

**Evaluation Criteria** - Factors, usually weighted, relating to management capability, technical capability, manner of meeting performance requirements, price and other important considerations used to evaluate which proposer in a competitive negotiation has made the most advantageous offer.

**Evaluation of Bid** - The process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements and to ascertain other characteristics of the bid that relate to determination of the successful bidder.

**Expedite** - Effort to assure delivery of goods purchased in accordance with a time schedule, or to accelerate delivery.

**Extension** - A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the jurisdiction) for an additional time according to contract conditions. Not to be confused with "Renewals".

**Fiscal Year** - A period of twelve consecutive months selected as a basis for annual financial reporting, planning or budgeting. City of Pensacola fiscal year, October 1, thru September 30.

**Fixed Asset** - An asset (tangible personal property) of a long-term character having a useful life of more than one year and a value of at least \$5,000. Approved by Council 9/27/01. Florida Statute 274.02(01) remains \$750.

**Fixed Price Contract** - A contract that provides for a firm price, subject to any contractual conditions allowing price adjustment, under which the contractor bears the full responsibility for profit or loss.

**Forfeiture of Deposit or Bond** - A loss by omission, negligence, or misconduct for the performing of or the failure to perform a particular act, (e.g., not accepting a contract when an award is made); breach of contract. (See Bid Bond, Bid Deposit, Performance Bond)

**Formal Advertising** - The placement of a notice in a newspaper or other publication according to legal requirements to inform the public that the government is requesting bids on a specific purchase it intends to make.

**Formal Bid or Offer** - A bid, which must be submitted in a sealed envelope and in conformance with a prescribed format, to be opened at a specified time.

**Formal Request for Bids** - A formal Request for Bids is defined as a solicitation for sealed bids with the title, date and hour of the public bid opening designated and specifically defining the commodity or service included. It should include printed instructions prescribing all conditions for bidding and provide for a manual signature of an authorized representative, and be distributed to all prospective offerors at the same time.

**Forward Purchasing** - Purchasing of quantities exceeding immediate needs in anticipation of a price increase or a future shortage.

**Forward Supply Contract** - A contract for future supply of definite quantities of materials or services over a fixed period. Quantity specified may be obtained by "draw-off order," or be delivered at a fixed and predetermined rate set out in the contract.

**Free on Board (F.O.B.)** - Indicates a type of business transaction in which the vendor of goods is responsible for all expenses incidental to delivery of goods to the buyer at a particular place designated. (All price quotations should be taken to include all shipping and associated delivery charges.)

**Functional Specifications** - A type or manner of writing a purchase description characterized by what results are required rather than a generic description of the product or service.

**General Conditions** - Governing clauses for all contracts by type of purchase or contract. Clauses devised especially for a given purchase are called special provisions.

**Guarantee** - An assurance for the fulfillment of a condition, quality of or the length of use to be expected from a product offered for sale.

**Hold Harmless Clause** - Contractual clause requiring the contractor to assume sole liability in any actions brought against the contract and absolving the jurisdiction from any responsibility.

**Indefinite Quantity Contract** - Contract covering specified period of time, usually one year, with orders to be placed on an "as needed" basis.

**Informal Bid** - An unsealed competitive offer conveyed by letter, telephone, telegram or other means and under conditions different from those required for formal bidding.

**Inventory** - A stock of goods or an itemized list of a stock of goods on hand at a particular time indicating volume and values.

**Invitation for Bids (IFB)** - All documents, whether attached or incorporated by reference, utilized in soliciting a bid.

**Invoice** - Seller's itemized bill stating prices and quantities of goods and/or services delivered, and sent to Accounts Payable for payment.

**Late Bid or Offer** - A bid or offer received at the place specified in the solicitation after the time designated for all bids or proposals to be received.

**Lease (Lease Contracts or Lease/Purchase Agreements)** - A contract conveying from one person to another real estate or property for a term in return for a specified rent or other compensation.

**Lease-Purchase Agreement** - A lease contract containing a purchase option in which the lessee's periodic payments or parts thereof may be applied to serve both as the rental obligation and as installments for acquiring ownership of the property upon lessee exercising the purchase option; a conditional sales contract.

**Legal Notice** - Notice of a proposed purchase as required by law (Pensacola Code Chapter 2-4, Sec. 2-4-66).

**Letter of Interest** - A preliminary notice by letter from a prospective officer indicating his interest in responding to an Invitation to Bid or Request for Proposal.

**Life Cycle Costing** - A procurement technique which takes into account operating, maintenance, money costs, other costs of ownership and usage and resale or residual value in addition to acquisition price in determining the award of contracts on the basis of lowest total cost over the period the item will be used.

**Line Item** - A procurement item specified in an Invitation for Bids, for which the bidder is asked to tender an individual price and which, under the terms of the invitation, is usually susceptible to a separate contract award.

**Liquidated Damages** - An amount of money, designated in the solicitation and as part of a contract, to be calculated on a per diem or other basis and paid upon default of a contract.

**Local Vendor** - A vendor located in the 325 Zip code area.

**Lowest (Responsive and) Responsible Bidder** - Originally, the bidder submitting the lowest initial price and capable of performing the proposed contract. Under modern purchasing concepts, often construed as generally the same as the "lowest responsive and responsible bidder," or the bidder who submits the "lowest and best bid" or the "most advantageous bid, price, and other factors considered." For clarity and accuracy, the recommended provision for determining award is the "responsive and responsible bidder whose bid is most economical for the purpose intended, according to criteria set forth in the solicitation." (See also Responsive Bidder and Responsible Bidder)

**Mayor** - The current individual elected to the Mayor position and taking office at noon, January 10, 2011 and all his successors. When the Mayor is used in the policies in this manual, it shall also mean designees as defined in Section 1-1-1(C) of the Code of the City of Pensacola.

**Mayor Memo** - A formal departmental request for approval from the Mayor for the purchase of goods, commodities, services, or any purchase other than that of a public work or improvement that are appropriated.

**No Bid** - A response to an Invitation for Bids stating that the respondent does not wish to submit a bid. In addition to serving as the courtesy of a reply, it can operate to prevent removal from the bidders list for failure to show active interest.

**Non-responsive Bid** - A bid that does not conform to the essential requirements of the Invitation for Bids.

**Open-End Contract** - A contract in which quantity, duration, or both are not specified. (See Price Agreements) Blanket Orders, Requirements contracts, and Term Contracts should specify either quantity or duration.

**Open-Market Purchase** - A purchase made other than under a schedule or term contract, or made by negotiation following rejection of all bids when satisfactory bids cannot be obtained.

**Option to Renew** - A contract clause that allows a party to elect to reinstate the contract for an additional term; in public contracting, where competitive bidding is a required exercise of the option must rest solely with the purchaser.

**Order** - A request or command issued to a supplier for goods or services at a specified price or agreed basis for payment. (See Uniform Commercial Code)

**Partial Payment** - The payment authorized in a contract or Purchase Order upon delivery of one or more complete units called for under the contract, or upon completion of one or more distinct items of service called for hereunder.

**Performance Bond** - A contract of guaranty executed subsequent to award by a successful bidder to protect the government from loss due to contractor's inability to complete the contract as agreed.

**Performance Purchasing** - A results-directed approach characterized by writing purchase descriptions or specifications with emphasis on what an item is to do rather than how it is to be made, and by evaluating bids in terms of how well an item serves the intended purpose and the costs involved; developing bid evaluation criteria which result in greater economy and value.

**Performance Record** - Record to indicate a supplier's ability to keep delivery promises and reliability, together with consistency of quality of the products.

**Performance Specification** - A specification describing the performance characteristics sought in a product or service; a purchase description accenting performance over design; a functional rather than a generic or physical specification.

**Pre-Bid Conference** - A meeting scheduled in a solicitation for the purpose of providing clarification as needed. Substantive questions raised at a pre-bid conference are answered in writing and may modify the solicitation.

**Pre-Solicitation Conference** - An informal meeting inviting comments and suggestions from selected vendors on the draft of a proposed solicitation. Used for technical and complex service transactions.

**Preference** - An advantage in consideration for award of a contract granted to a bidder by reason of the bidder's residence, business location, origin of product offered, business classification or other reason.

**Prepaid** - A term denoting that transportation charges have been or are to be paid at the point of shipment.

**Pre-Qualification of Bidders** - The screening of potential suppliers in which a purchaser considers such factors as financial capability, reputation, management, etc., in order to develop a list of prospective bidders qualified to be sent Invitation for Bids.

**Price Adjustment Clause** - A condition in a solicitation and resultant contract that allows the price under the contract to decrease or increase under defined condition; the condition should provide for the purchaser to cancel any individual item affected, or the contract, if a request for increase is not acceptable. (See Fixed Price Contract with Economic Price Adjustment)

**Price Agreement** - A formal agreement between the City and a particular vendor establishing a fixed-term price for goods or services commonly used by one or more departments of the City.

**Price at Time of Delivery** - A term used in sales contracts when a seller will not give a firm price or agree to an escalator clause, but will only agree to invoice at the price charged to like customers on the day the goods in question are shipped or delivered.

**Price Collusion** - A practice among bidders or offerors which reduces or eliminates competition.

**Procurement** - The procedures for obtaining goods or services, including all activities from the planning steps and preparation and processing of a requisition, through receipt and acceptance of delivery and processing of a final invoice for payment. The acts of preparing specifications, evaluating bids or proposals, making awards and administering contracts are involved; in some contexts, property management is implied.

**Professional Service** - Services the value of which is substantially measured by the professional competence of the



person performing them and which are not susceptible to realistic competition by cost of services alone. Professional services shall include, but not be limited to, services customarily rendered by architects, engineers, surveyors, certified public accountants and financial personnel, systems, planning management consultants, advertising professionals, and appraisers.

**Professional Services Committee** — Sometimes referred to as a "selection committee" or "evaluation committee," means the team or an ad hoc committee appointed by the mayor which shall evaluate and recommend professional service firms to be employed by the City.

**Progress Payments** - Payments arranged in connection with purchase transactions requiring periodic payments for certain stated amounts or for certain percentages of the purchase price. The final payment, including all retainage fees, will be due upon total completion and acceptance of project or delivery of materials as set forth in the bid/contract documents. Progress payments are generally required in contracts for construction and often for specially designed machinery and equipment.

**Proposal** - An offer made by one party to another as a basis for negotiations for entering into a contract.

**Proprietary Article** - An item made and marketed by a person or persons having the exclusive right to manufacture and sell it.

**Protest** - A complaint about a City action or decision brought by a prospective bidder, a bidder, a contractor or other interested party to the appropriate administrative section with the intention of achieving a remedial result.

**Public Bid Opening** - The process of opening and reading bids, conducted at the time and place specified in the Invitation for Bids and/or the advertisement, and in the presence of anyone who wishes to attend.

**Purchase** - To acquire property or services for a price.

**Purchase Description** - The words used in a solicitation to describe the supplies, services or construction to be purchased, including any performance, physical or technical requirements. Unless the context requires otherwise, the terms "purchase description," "purchase specification," and "specification" may be used interchangeably.

**Purchase Order** - A purchaser's written document to a supplier formally stating all terms and conditions of a proposed transaction.

**Purchasing** - Buying materials and services of the right quality, in the right quantity, at the right price, from the right source, and for delivery at the right time.

**Purchasing Cycle** - The full cycle of activities carried out by a purchasing department in the acquisition of goods and services. (See Procurement)

**Purchasing Ethics** - Moral principles or code to be respected by the Purchasing Activity, or any division or department having responsibility in the procurement process. The Purchasing Activity has adopted the Code of Ethics promulgated by the National Purchasing Institute and the Florida Association of Governmental Purchasing Officers.

**Purchasing Manual** - Manual which outlines rules for Purchasing's relations with suppliers and with other departments and prescribed in the procedures to follow.

**Purchasing Policy** - Course of action adopted in purchasing affairs.

**Purchasing Procedure** - Mode of conducting purchasing activities.

**Qualified Bidder** - A bidder determined by the government to meet standards of business competence, reputation, financial ability and product quality for placement on a list of prospective bidders.

**Quantity Discount** - An allowance determined by the quantity or value of a purchase. (See Discount)

**Quotation** - A statement of price, terms of sale, and description of goods or services offered by a prospective seller to a prospective purchaser, usually for purchases below the amount requiring formal bidding; the stating of the current price of a commodity, or the price so stated.

**Receiving Report/Partial Receiving Ticket** - A receiving department document used to inform others in the organization of the receipt of purchased goods. Copies are distributed to the Purchasing and Accounting Activity.

**Request for Information (RFI)** - The document used in informal, uncompetitive solicitation of information, data, comments, or reactions from possible suppliers preceding the issuance of a Request for Proposals or a multi-step bidding procedure.

**Request for Payment (RP)** - A purchaser's written document to a supplier used by departments to purchase materials directly without going through the normal purchase order requirements.

**Request for Proposal (RFP)** - (1) All documents, whether attached or incorporated by reference, utilized for soliciting (competitive) proposals. The RFP procedure permits negotiation of proposals and prices as distinguished from competitive bidding and an Invitation for Bids. (2) The solicitation document used in the competitive negotiation process. The procedure allows changes to be made after proposals are opened and contemplates that the nature of the proposals

and/or prices offered will be negotiated prior to award.

**Request for Qualifications (RFQ)** - Sometimes referred to as a "Statement of Interest and Qualifications". A solicitation document used to evaluate qualifications and performance data of professional firms regarding a proposed project.

**Request for Quotation (RFQ)** - The document generally used for seeking competition on small purchases or on any purchase lower than the amount that requires competitive sealed bidding. Can be used for obtaining price and delivery information for sole-source and emergencies.

**Requirements Contract** - An indefinite quantity contract in which a purchaser is obligated to order and a contractor is obligated to supply all of the purchaser's normal requirements that arise for an item or items within the specified period of the contract. (See Blanket Order, Term Contracting)

**Requisition** - Request for Purchase Order (Requisition) is the form developed for conveying the needs of departments to the Purchasing Activity.

**Responsible Bidder** - A person who has the capability in all respects to perform in full the contract requirements, and the integrity and reliability which will assure good faith performance.

**Responsive Bidder** - (1) A person who has submitted a bid which conforms in all material respects to the Invitation for Bids. (2) One whose bid conforms in all material respects to the terms and conditions, the specifications and other requirements of the IFB.

**Restrictive Specification** - A specification or purchase description that unnecessarily limits competition by precluding items that would be capable of satisfying the intended need.

**Salvage** - (1) Property that has some value in addition to its value as scrap, but which is no longer useful as a unit in its present condition and whose restoration to usefulness as a unit is economically not feasible. (2) To save material still usable or having scrap value from condemned, abandoned, or discarded property.

**Schedule Purchase** - A purchase for which a bid opening date is prescheduled such as quarterly, so that using agencies' requirements for the period covered by the ensuing contract can be consolidated for volume purchasing under one Invitation for Bids.

**Sealed Bid** - A bid which has been submitted in a sealed envelope to prevent its contents being revealed or known before the deadline for the submission of all bids.

**Service Contract** - A contract that calls for a contractor's time and effort rather than for a concrete end product.

**Site-Inspection** - The requirement in a solicitation that the potential bidders or offerors visit the physical location where the contract is to be performed to become familiar with site conditions. Where this is a critical element, site inspection should be mandatory.

**Small Business Enterprise (SBE)** - An independently owned and operated business concern which employees fifty (50) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars (\$1,000,000.00). As applicable to sole-proprietorships, the one million dollars (\$1,000,000.00) net worth shall include both personal and business investments (Pensacola Code, Chapter 3-3, Section 3-3-4).

**Sole-Source Procurement** - An award for a commodity or service to the only known capable supplier, occasioned by the unique nature of the requirement, the supplier, or market conditions.

**Solicitation** - The process of notifying prospective bidders or offerors that the government wishes to receive bids for furnishing goods or services.

**Specification** - A description of what the purchaser seeks to buy and, subsequently, what a bidder must be responsive to in order to be considered for award of a contract. A specification may be a description of the physical or functional characteristics, or the nature of a supply or service. It may include a description of any requirements for inspecting, testing or preparing a supply or service item for delivery. (See Purchase Description)

**Specifications Committee** - A committee which advises and assists the central purchasing authority in establishing specifications. Often such a committee includes representatives with expertise from using agencies and specializes in a particular product area. A committee may also contribute advice and assistance in the development of standards.

**Standard** - A characteristic or set of characteristics for an item that, for reasons of performance level, compatibility or interchangeability with other products, etc., is generally accepted by producers and by users of the item as a required characteristic of all items for the designed purpose.

**Standard Specification** - A specification established through a prescribed process and used for all or most purchases of the item involved.

**Stock** - The supply of goods maintained in a stores system to satisfy anticipated demand.

**Stores** - The supply of goods maintained in a stores system to satisfy anticipated demand.

**Subcontractor** - A party contracting with a prime contractor to perform all or any part of the latter's Contract.

**Surplus Property** - Inventory not needed by the owning agency or by other agencies at the present time or in the foreseeable future.

**Tabulation of Bids** - Summary of bids/quotations received and opened to include price and all pertinent information.

**Term Contracting** - A technique by which a source of supply is established for a specific period of time for an indefinite quantity.

**Terms and Conditions** - A general reference applied to the provisions under which bids must be submitted and which are applicable to most purchase contracts.

**Terms of Payment** - Purchase transactions require payment for the goods or services received, and with exception of an unusual exchange or barter agreement there are three basic payment terms: cash, open account, and secured account.

**Tie Bids (Identical Tie Bids)** - Two or more bids that are equal with respect to price, quality and service.

**Tier One SBE** - A City certified small business enterprise that employs no more than 15 permanent full-time employees.

**Tier Two SBE** - A City certified small business enterprise that employs greater than 15 permanent full-time employees.

**Uniform Commercial Code (UCC)** - Uniform statute law adopted by all states, except Louisiana, for consistency in law governing commercial transactions.

**Value Analysis** - Organized effort to analyze the function(s) of products, systems, specifications, standards, practices and procedures for purpose of satisfying the required function(s) in the most economical manner.

**Vendor** - Any individual, firm, corporation, etc., offering for sale, trade, exchange or otherwise supply items, goods, or services to the City in exchange for compensation.

**Vendors' List** - (See Bidders' List)

**Waiver of Bid(s)** - A process authorized by law or rule whereby a government purchasing office may procure items without competitive bidding procedures because of unique circumstances related to a particular need or procurement; also "Waiver of Competition".

**Waiver of Mistake or Informality** - The act of disregarding errors or technical nonconformities in bids which do not go to the substance of the bid and will not adversely affect the competition between bidders.

**Warranty** - The written guarantee of the integrity of a product and of the makers responsible for the repair or replacement of defective goods.

**SECTION 2 - RESPONSIBILITIES, FUNCTIONS AND OBJECTIVES****2.01 REQUESTING DEPARTMENT'S RESPONSIBILITIES**

- Prepare Requisitions as outlined in this manual allowing sufficient lead time for the Financial Services Department to complete the Purchase Order and the vendor to deliver.
- Record required information on Competitive Quotation Summary form if competitive pricing is initiated by the Requesting Department.
- Prepare specifications that require a technical or engineering background.
- Prepare Committee or Mayor Memorandum recommending purchase, award of bid, or award of contract and explanation if "low bid" is not recommended for award (See Section 1.04 (5) ).
- Notify Purchasing of any item that the Requesting Department identifies as Sole Source and provide written justification.
- List anticipated requirements in advance when requested.

**2.02 PURCHASING ACTIVITY****A. RESPONSIBILITIES**

The Purchasing Activity is responsible for establishing purchasing policies, initiating reports necessary to permit analysis of purchasing performance, consolidating purchase of like or common items, analyzing prices paid for materials, equipment and services and generally defining how to obtain savings and to coordinate purchasing procedures for the City.

**B. FUNCTION**

- Develop purchasing objectives, policies, programs and procedures for the acquisition of materials, equipment, supplies and services.
- Coordinate purchasing procedures with other departments.
- Initiate reports necessary for analysis of purchasing performance.
- Review and approve specifications for formal bids.
- Consolidate purchases of like or common items to obtain maximum benefits.
- Work with other departments to establish standardization of materials, supplies and equipment, whenever possible.
- Work with other departments to promote goodwill between the City and its suppliers.
- Maintain a file of prospective vendors or bidders.
- Review Committee or Mayor Memorandums relating to purchases, award of bids or award of contracts.

**C. OBJECTIVES**

- To know and become acquainted with the needs of all departments.
- To procure a product that will meet the department's requirement at the least cost to the City.
- To know the source and availability of needed products.
- To aid and cooperate with all departments in meeting their needs for operating supplies and equipment.
- To maintain good vendor relations
- To inform department heads of market changes, new products and other such factors.
- To provide an understanding of sound purchasing policy and procedures throughout all the departments of the City.
- To exchange ideas and information with other public purchasing agencies in an effort to solve common problems.
- To assist in developing standardized specifications for use by all departments.
- To improve purchasing practices and apply them when feasible.

**D. RELATIONS WITH CITY DEPARTMENTS**

- Cooperation and understanding between City departments are essential in the effective operation of the Purchasing Activity.
- The Purchasing Activity should establish and maintain close liaison with City departments in order to meet their purchasing requirements.
- In cases where technical equipment, specifications and supplies are involved, the department concerned will indicate their requirements; all purchasing actions will be coordinated with them prior to consummation of an order.
- The purchasing function is a cooperative effort and the mutual benefits derived for the good of the City depend upon this cooperation between departments. This manual is to be used as a guide in helping departments to do their part and to point out their responsibilities in purchasing.

**2.03 Ethical Standards**

Pursuant to Section 112.313 of the Florida Statutes, all City employees who participate in the purchasing program shall adhere to the following ethical standards:

1. A City official or City employee may not directly or indirectly procure contractual services for the City from a business entity of which a relative is an officer, partner, director, or proprietor, or in which he, his spouse, or child has a material interest.
2. No employee acting as a purchasing official, purchasing manager, or buyer may, directly or indirectly, purchase, rent, or lease any supply or service from a business entity in

which he, his spouse, or child (or any combination of them) owns a material interest. Nor may a public officer or employee, acting in a private capacity, rent, lease, or sell any supply or service to the City.

### 3. Ethics in Government

#### CONSTITUTION OF THE STATE OF FLORIDA AS REVISED IN 1968 AND SUBSEQUENTLY AMENDED

##### ARTICLE II

##### GENERAL PROVISIONS

SECTION 8. Ethics in government.--A public office is a public trust. The people shall have the right to secure and sustain that trust against abuse. To assure this right:

- (a) All elected constitutional officers and candidates for such offices and, as may be determined by law, other public officers, candidates, and employees shall file full and public disclosure of their financial interests.
- (b) All elected public officers and candidates for such offices shall file full and public disclosure of their campaign finances.
- (c) Any public officer or employee who breaches the public trust for private gain and any person or entity inducing such breach shall be liable to the state for all financial benefits obtained by such actions. The manner of recovery and additional damages may be provided by law.
- (d) Any public officer or employee who is convicted of a felony involving a breach of public trust shall be subject to forfeiture of rights and privileges under a public retirement system or pension plan in such manner as may be provided by law.
- (e) No member of the legislature or statewide elected officer shall personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or member for a period of two years following vacation of office. No member of the legislature shall personally represent another person or entity for compensation during term of office before any state agency other than judicial tribunals. Similar restrictions on other public officers and employees may be established by law.
- (f) There shall be an independent commission to conduct investigations and make public reports on all complaints concerning breach of public trust by public officers or employees not within the jurisdiction of the judicial qualifications commission.
- (g) This section shall not be construed to limit disclosures and prohibitions which may be established by law to preserve the public trust and avoid conflicts between public duties and private interests.
- (h) Schedule--On the effective date of this amendment and until changed by law:
  - (1) Full and public disclosure of financial interests shall mean filing with the secretary of state by July 1 of each year a sworn statement showing net worth and identifying each asset and liability in excess of \$1,000 and its value together with one of the following:
    - a. A copy of the person's most recent federal income tax return; or
    - b. A sworn statement which identifies each separate source and amount of income which exceeds \$1,000. The forms for such source disclosure and the rules under which they are to be filed shall be prescribed by the independent commission established in subsection (f), and such rules shall include disclosure of secondary sources of income.
  - (2) Persons holding statewide elective offices shall also file disclosure of their financial interests pursuant to subsection (h)(1).
  - (3) The independent commission provided for in subsection (f) shall mean the Florida Commission on Ethics.

History.--Proposed by Initiative Petition filed with the Secretary of State July 29, 1976; adopted 1976.

##### FLORIDA STATUTES CHAPTER 112.3144

##### FULL AND PUBLIC DISCLOSURE OF FINANCIAL INFORMATION

- (1) No person who is required, pursuant to s. 8, Art. II of the State Constitution, to file a full and public disclosure of financial interests and who has filed a full and public disclosure of financial interests for any calendar or fiscal year shall be required to file a statement of financial interests pursuant to s. 112.3145(2) and (3) for the same year or for any part thereof notwithstanding any requirement of this part, except that a candidate for office shall file a copy of his or her disclosure with the officer before whom he or she qualifies.



(2) For purposes of full and public disclosure under s. 8(a), Art. II of the State Constitution, the following items, if not held for investment purposes and if valued at over \$1,000 in the aggregate, may be reported in a lump sum and identified as "household goods and personal effects":

- (a) Jewelry;
- (b) Collections of stamps, guns, and numismatic properties;
- (c) Art objects;
- (d) Household equipment and furnishings;
- (e) Clothing;
- (f) Other household items; and
- (g) Vehicles for personal use.

(3) Forms for compliance with the full and public disclosure requirements of s. 8, Art. II of the State Constitution, and a current list of persons required to file full and public disclosure by s. 8, Art. II of the State Constitution, or other state law, shall be provided by the Commission on Ethics to the Secretary of State, who shall give notice of disclosure deadlines and delinquencies and distribute forms in the following manner:

(a) Not later than May 1 of each year, the Commission on Ethics shall prepare a current list of the names and addresses of and the offices held by every person required to file full and public disclosure annually by s. 8, Art. II of the State Constitution, or other state law, and shall provide the Secretary of State with the mailing list. In compiling the list, the commission shall be assisted by each unit of government in providing at the request of the commission the name, address, and name of the office held by each public official within the respective unit of government.

(b) Not later than 30 days before July 1 of each year, the Secretary of State shall mail a copy of the form prescribed for compliance with full and public disclosure and a notice of the filing deadline to each person on the mailing list.

(c) Not later than 30 days after July 1 of each year, the Secretary of State shall determine which persons on the mailing list have failed to file full and public disclosure and shall send delinquency notices by certified mail to such persons. Each notice shall state that a grace period is in effect until September 1 of the current year and that, if the statement is not filed by September 1 of the current year, the Secretary of State is required by law to notify the Commission on Ethics of the delinquency.

(d) Not later than 30 days following September 1 of each year, the Secretary of State shall certify to the Commission on Ethics a list of the names and addresses of and the offices held by all persons on the mailing list who have failed to timely file full and public disclosure. The certification shall be on a form prescribed by the commission and shall indicate whether the Secretary of State has provided the disclosure forms and notice as required by this section to all persons named on the delinquency list.

(e) Any person subject to the annual filing of full and public disclosure under s. 8, Art. II of the State Constitution, or other state law, whose name is not on the mailing list provided to the Secretary of State shall not be deemed delinquent for failure to file full and public disclosure in any year in which the omission occurred.

(f) The notification requirements of this subsection do not apply to candidates or to the first filing required of any person appointed to elective constitutional office. The appointing official shall notify such newly appointed person of the obligation to file full and public disclosure by July 1.

History.--s. 1, ch. 82-98; s. 3, ch. 88-358; s. 19, ch. 91-45; s. 4, ch. 94-277; s. 1409, ch. 95-147.



## Code of Ethics

1. Members regard public service as a trust and support the professional principles of public purchasing.
2. Members believe in the dignity of their office, the importance of the purchasing profession to their public agencies, and give first consideration and loyalty to their respective agencies.
3. Members are always guided in their actions by integrity and honor to merit the respect and inspire the confidence of the agency and the public which they serve.
4. Members accept full responsibility and accountability for their actions related to the purchase and supply functions.
5. Members believe that character is the greatest asset in their profession and therefore will not accept gifts or other things of value from vendors, where the intent is to influence the purchaser. Members shall comply with all current laws and statutes pertaining to acceptance of gifts and gratuities.
6. Members keep their agency fully informed of purchasing issues and progress toward resolving such issues through appropriate channels by emphasizing the facts without personal aggrandizement.
7. Members do not allow political considerations or other conflicting outside influences to enter their relationships with vendors or with employees. Personnel administration is based upon a merit basis without regard to political, religious, gender, or racial considerations.
8. Members shall not engage in unscrupulous practices and misrepresentations; recognizing that mutually profitable business relations are based upon honesty and fair dealings.
9. Members will be courteous, considerate, prompt and businesslike with those whom they deal, including their employers, employees, vendors, the media and the public.
10. Members subscribe to and support the Mission, Vision, Core Values, and Strategic Priorities of the Association.
11. Members shall endeavor to increase their knowledge of the profession through education, organizational memberships, and participation with professional associations where possible.
12. Members shall strive to continually increase competition in vendor selection and shall endeavor to prevent any collusive activities among vendors.

**SECTION 3 – PURCHASES UP TO \$25,000**

This section is an introduction to the general guidelines and/or rules for the Purchasing process, which establishes Policy. Subsequent sections provide those Procedures and the methods to be utilized to carry out this Policy.

**NOTE: No item or service is to be ordered, received, or paid without a Request for Payment (RP), Purchase Order, Blanket Purchase Order or Emergency Purchase Order number as authorization. (See Exhibit 2 for Spending Levels By Object Code guidelines.)**

Should an emergency situation exist, an Emergency Purchase Order (EPO) should be used to effect a purchase. EPO's are not authorized for purchases of routine items that have been exhausted due to oversight in ordering. See Section 7 for more information concerning Emergency Purchase Orders.

**3.01 PURCHASES \$0 TO \$500**

Purchases in this category are made on a Request for Payment (RP) form and are normally limited to those items purchased on a recurring basis. Purchases of \$25.00 or less may be done by "petty cash," in accordance with petty cash policy.

The purpose of the RP is to allow departments to purchase materials directly without going through the normal purchase order requirements. The intent is to reduce time, effort and paper work. Multiple quotes are not required for these purchases; however, price competition is encouraged to ensure that the best practical value is obtained for the public's dollar. Prices should be obtained via telephone, internet or FAX and are to include delivery or shipping charges.

The Department Director must approve all RP's.

**An RP may be used for purchases in this category (\$0-\$500) that are charged to the following object codes.**

| Object Code | Title                                       | Object Code | Title                                      |
|-------------|---------------------------------------------|-------------|--------------------------------------------|
| 9125        | Extra Personal Service                      | 9346        | Liability Insurance                        |
| 9330        | Recreation Supplies (Leisure Services only) | 9347        | Utilities                                  |
| 9331        | Office Supplies                             | 9348        | Fuels & Lubricants (if not inventory item) |
| 9331        | Office Supplies (Library Only)              | 9349        | Clothing Supplies                          |
| 9332        | Operating Supplies                          | 9350        | Inventories of Stores for Resale           |
| 9333        | Repairs and Maintenance                     | 9351        | Medical and First Aid Supplies             |
| 9334        | Small Tools & Minor Equipment               | 9352        | Meter Parts & Supplies                     |
| 9335        | Professional Services                       | 9353        | Pipe Fittings                              |
| 9336        | Communications                              | 9354        | Chemical Supplies                          |
| 9337        | Transportation                              | 9355        | Agricultural Supplies                      |
| 9338        | Advertising                                 | 9357        | Other Contractual Services                 |
| 9339        | Postage                                     | 9358        | Rebates                                    |
| 9340        | Printing & Binding                          | 9360        | Miscellaneous                              |
| 9341        | Rentals                                     | 9361        | Unclassified                               |
| 9342        | Training                                    | 9364        | Service Awards                             |
| 9343        | Dues, Subscriptions & Memberships           | 9365        | Land Fill Fees                             |
| 9345        | Maintenance & Repair of Vehicles            | 9668        | Books (Library Only)                       |

**3.02 PURCHASES \$501 TO \$1,500**

Purchases in this category are made on a Request for Payment (RP) or Purchase Order (PO) depending upon the object code of the item. RP's may be used for purchases up to \$1,500 with prior approval of the Director of Finance. Refer to table below to determine correct paying document to use.

A Requisition is used to initiate a PO for all items not processed on an RP or EPO.

For purchases in this range, a minimum of three quotes should be obtained if practical. Should an item have detailed specifications which cannot be adequately described on the phone, it is recommended that written Requests for Quotation (Exhibit 3) be mailed, emailed or Faxed to vendors and have them respond in kind by written quotation by a date and time certain. Quotations are to include delivery/shipping charges.

Complete the Competitive Quotation Summary form (Exhibit 4) and attach to RP or Requisition along with any written quotes received. If award is recommended to be made to other than the low bidder, provide a detailed explanation as to the reason.

#### **PURCHASE USING AN RP**

**An RP may be used for purchases in this category (\$501-\$1,500) that are charged to the following object codes.**

| Object Code | Title                                       | Object Code | Title                            |
|-------------|---------------------------------------------|-------------|----------------------------------|
| 9125        | Extra Personal Service                      | 9349        | Clothing Supplies                |
| 9330        | Recreation Supplies (Leisure Services only) | 9350        | Inventories of Stores for Resale |
| 9331        | Office Supplies (Library Only)              | 9351        | Medical and First Aid Supplies   |
| 9333        | Repairs and Maintenance                     | 9352        | Meter Parts & Supplies           |
| 9335        | Professional Services                       | 9353        | Pipe Fittings                    |
| 9336        | Communications                              | 9354        | Chemical Supplies                |
| 9337        | Transportation                              | 9355        | Agricultural Supplies            |
| 9338        | Advertising                                 | 9357        | Other Contractual Services       |
| 9339        | Postage                                     | 9358        | Rebates                          |
| 9341        | Rentals                                     | 9360        | Miscellaneous                    |
| 9342        | Training                                    | 9361        | Unclassified                     |
| 9343        | Dues, Subscriptions & Memberships           | 9364        | Service Awards                   |
| 9345        | Maintenance & Repair of Vehicles            | 9365        | Land Fill Fees                   |
| 9346        | Liability Insurance                         | 9370**      | Non-Capitalized Assets           |
| 9347        | Utilities                                   | 9668        | Books (Library Only)             |
| 9348        | Fuels & Lubricants (if not inventory item)  |             |                                  |

\*\* PO must be used if item over \$1,000.

#### **PURCHASE USING A PO**

**A PO must be used for purchases in this category (\$501-\$1,500) that are charged to the following object codes. An RP may be used for purchases of non-inventory items up to \$1,500 with prior approval of the Director of Finance.**

| Object Code | Title                         | Object Code | Title                  |
|-------------|-------------------------------|-------------|------------------------|
| 9331        | Office Supplies               | 9340        | Printing & Binding     |
| 9332        | Operating Supplies            | 9370**      | Non-Capitalized Assets |
| 9334        | Small Tools & Minor Equipment |             |                        |

\*\* RP may be used if item \$1,000 or less.

### **3.03 PURCHASES \$1,501 TO \$2,500**

Purchases in this category are made on a Request for Payment (RP) or Purchase Order (PO) depending upon the object code of the item. RP's may be used for purchases up to \$2,500 with prior approval of the Director of Finance. Refer to table below to determine correct paying document to use.

A Requisition is used to initiate a PO for all items not processed on an RP or EPO.

For purchases in this range, a minimum of three quotes should be obtained if practical. Should an item have detailed specifications which cannot be adequately described on the phone, it is

recommended that written Requests for Quotation (Exhibit 3) be mailed, emailed or faxed to vendors and have them respond in kind by written quotation by a date and time certain. Quotations are to include delivery/shipping charges.

Complete the Competitive Quotation Summary form (Exhibit 4) and attach to RP or Requisition along with any written quotes received. If award is recommended to be made to other than low bidder, provide a detailed explanation as to the reason.

#### **PURCHASE USING AN RP**

**An RP may be used for purchases in this category (\$1,501-\$2,500) that are charged to the following object codes.**

| Object Code | Title                             | Object Code | Title                            |
|-------------|-----------------------------------|-------------|----------------------------------|
| 9125        | Extra Personal Service            | 9346        | Liability Insurance              |
| 9333        | Repairs and Maintenance           | 9347        | Utilities                        |
| 9335        | Professional Services             | 9349        | Clothing Supplies                |
| 9336        | Communications                    | 9350        | Inventories of Stores for Resale |
| 9337        | Transportation                    | 9351        | Medical and First Aid Supplies   |
| 9338        | Advertising                       | 9357        | Other Contractual Services       |
| 9339        | Postage                           | 9358        | Rebates                          |
| 9341        | Rentals                           | 9364        | Service Awards                   |
| 9342        | Training                          | 9365        | Land Fill Fees                   |
| 9343        | Dues, Subscriptions & Memberships | 9668        | Books (Library Only)             |
| 9345        | Maintenance & Repair of Vehicles  |             |                                  |

#### **PURCHASE USING A PO**

**A PO must be used for purchases in this category (\$1,501-\$2,500) that are charged to the following object codes. An RP may be used for purchases of non-inventory items up to \$2,500 with prior approval of the Director of Finance.**

| Object Code | Title                                       | Object Code | Title                  |
|-------------|---------------------------------------------|-------------|------------------------|
| 9330        | Recreation Supplies (Leisure Services only) | 9352        | Meter Parts & Supplies |
| 9331        | Office Supplies                             | 9353        | Pipe Fittings          |
| 9331        | Office Supplies (Library Only)              | 9354        | Chemical Supplies      |
| 9332        | Operating Supplies                          | 9355        | Agricultural Supplies  |
| 9334        | Small Tools & Minor Equipment               | 9360        | Miscellaneous          |
| 9340        | Printing & Binding                          | 9361        | Unclassified           |
| 9348        | Fuels & Lubricants (if not inventory item)  | 9370        | Non-Capitalized Assets |

### **3.04 PURCHASES \$2,501 TO \$10,000**

Purchases in this category are made on a Purchase Order (PO).

Request for Payments (RP) may be used for purchases up to \$10,000 for certain object codes with prior approval of the Director of Finance. Refer to table below to determine which object code are available for RP purchases with approval of Director of Finance.

A Requisition is used to initiate a PO for all items not processed on an RP or EPO.

For purchases in this range, a minimum of three quotes should be obtained if practical.

Should an item have detailed specifications which cannot be adequately described on the phone, it is recommended that written Requests for Quotation (Exhibit 3) be mailed, emailed or faxed to vendors and have them respond in kind by written quotation by a date and time certain. Quotations are to include delivery/shipping charges.

Complete the Competitive Quotation Summary form (Exhibit 4) and attach to RP or Requisition along with any written quotes received. If award is recommended to be made to other than low bidder, provide a detailed explanation as to the reason.

If a PO is used to make a purchase, the requesting department should initiate a Requisition and submit it to the Purchasing Activity through the EDEN requisition module, along with detailed specifications and a suggested vendor list if available. Or, departments may obtain their own price quotes, particularly if the item is highly specialized or on-site examination is required.

A PO will be issued by the Financial Services Department to the apparent low bidder meeting specifications after review of the price quotes and any recommendations by the requesting department.

The Purchasing Activity will review all Requisitions. The Purchasing Activity reserves the right to verify quotations and pricing information, check to determine whether delivery and shipping have been included and to seek further competition.

Capital outlay items are to be processed using a PO. Requisitions for items approved by City Council in the current fiscal year must be submitted to the Purchasing Activity by September 30 of the same fiscal year, or earlier as directed by the Director of Finance.

Should an emergency situation exist, an Emergency Purchase Order (EPO) should be used to effect a purchase. Emergency purchase orders are not authorized for purchases of routine items which have been exhausted due to oversight in ordering. See Section 7 for more information concerning Emergency Purchase Orders.

**A PO must be used for purchases in this category (\$2,501-\$10,000) that are charged to the following object codes. An RP may be used for purchases of non-inventory items up to \$10,000 with prior approval of the Director of Finance.**

| Object Code | Title                                         | Object Code | Title                             |
|-------------|-----------------------------------------------|-------------|-----------------------------------|
| 9125*       | Extra Personal Service                        | 9351*       | Medical and First Aid Supplies    |
| 9330*       | Recreation Supplies (Parks & Recreation only) | 9352*       | Meter Parts & Supplies            |
| 9331*       | Office Supplies                               | 9353*       | Pipe Fittings                     |
| 9332*       | Operating Supplies                            | 9354*       | Chemical Supplies                 |
| 9333*       | Repairs and Maintenance                       | 9355*       | Agricultural Supplies             |
| 9334*       | Small Tools & Minor Equipment                 | 9357*       | Other Contractual Services        |
| 9335*       | Professional Services                         | 9360*       | Miscellaneous                     |
| 9336*       | Communications                                | 9361*       | Unclassified                      |
| 9337*       | Transportation                                | 9364*       | Service Awards                    |
| 9338*       | Advertising                                   | 9365*       | Land Fill Fees                    |
| 9339*       | Postage                                       | 9370**      | Non-Capitalized Assets            |
| 9340*       | Printing & Binding                            | 9661***     | Land                              |
| 9341*       | Rentals                                       | 9662***     | Buildings                         |
| 9342*       | Training                                      | 9663***     | Improvements Other Than Buildings |
| 9343*       | Dues, Subscriptions & Memberships             | 9664***     | Infrastructure                    |
| 9345*       | Maintenance & Repair of Vehicles              | 9665***     | Machinery & Equipment             |
| 9346*       | Liability Insurance                           | 9666***     | Office Equipment                  |
| 9347*       | Utilities                                     | 9667***     | Road Equipment                    |
| 9348*       | Fuels & Lubricants (if not inventory item)    | 9668♦       | Books (Library Only)              |
| 9349*       | Clothing Supplies                             | 9669***     | Construction-in-Progress          |
| 9350*       | Inventories of Stores for Resale              |             |                                   |

\* RP may be used with prior approval of Director of Finance, if not an inventory item.

\*\* PO must be used if item over \$1,000.

\*\*\* This is a Fixed Asset and must be over \$5,000.

♦ RP may be used if items are less than \$5,000.



**3.05 PURCHASES \$10,001 TO \$25,000**

Purchases of Goods and Services in this price category are typically to be made on a Purchase Order (PO) and require prior approval of the Director of Finance by the requisition process utilized in the EDEN Requisition Module. Purchases of items in this category may also be purchased with an RP, with prior approval of the Director of Finance.

**3.06 PURCHASES OVER \$25,000**

[ See Section 6.01 ]

**3.07 INVOICE PAYMENT POLICY (PROMPT PAYMENT ACT)****A. PURPOSE**

The purpose of the following invoice payment procedures is to ensure that vendors who provide goods/services to departments of the City of Pensacola receive payment for said goods/services on a timely basis. Florida Statute 218.70, "Florida Prompt Payment Act", and as it may in the future be amended, is incorporated into this policy.

***The vendor must comply with the "Florida Prompt Payment Act" to enable approval and payment of invoices. Any exceptions must be specifically approved by the Director of Finance.***

**B. PROPER INVOICE REQUIREMENTS**

In order for the City of Pensacola Financial Services Department to process a payment, the vendor must provide the City with a proper invoice for all goods purchased and/or services rendered. In the case of Request for Payment (RP) and Emergency Purchase Order (EPO) items, acceptability of an invoice is at the sole reasonable discretion of the department purchasing goods/services. Acceptability of invoices for items purchased by Purchase Order (PO) will be at the discretion of the Financial Services Department. The following items are required on an invoice in order for it to be considered a proper invoice for payment:

1. The invoice shall contain the following minimum information:
  - a. Name of vendor.
  - b. Mailing address of vendor.
  - c. Vendor's invoice number.
  - d. Date invoice issued.
  - e. City of Pensacola PO, RP or EPO number.
  - f. Taxes, delivery charges, or cartage listed separately from materials or services. The City is exempt from paying state sales taxes; our tax exempt number appears on City document authorizing purchase (PO, RP, EPO).
  - g. Discount terms.
  - h. For invoices involving the purchase of goods:
    - Item description.
    - Quantity purchased.
    - Unit price
    - Total price (by item).
    - Total amount of invoice (for all items).
  - i. For invoices involving the purchase of services:
    - Itemized description of services performed.
    - Date services were performed.

- Billing method for services performed (approved hourly rates, percentage of completion, cost plus fixed fee, direct (actual) costs, etc.).
  - j. Any other information required by written agreement or contract with the City of Pensacola.
2. Submission of invoices to the City of Pensacola shall be as follows:
- a. The ordered goods shall have been received in good condition and/or services performed in accordance with contractual specifications to the sole reasonable satisfaction of the requesting Department Director.
  - b. An original invoice is required.
  - c. Invoices submitted in connection with the issuance of a PO shall be sent directly to the City Financial Services Department.
  - d. Invoices submitted in connection with the issuance of RP's and EPO's shall be sent to the City Department requesting the goods/services.
  - e. Accrued interest must be invoiced separately.
- C. CALCULATING PAYMENT DUE DATE
1. All invoices submitted in connection with the issuance of RPs should be date stamped with the date it is first received in the City Department (see B (2) c and d above). The date so marked shall be the current date.
  2. The time at which payment for a purchase is due shall be 45 days from:
    - a. The date on which a proper invoice is received in the appropriate City Department; or
    - b. In those instances where a proper invoice is not required for payment, the date:
      - On which the rental period begins, or
      - On which the City and the vendor agree in a written contract providing dates relative to payment periods.
- D. NOTIFICATION OF IMPROPER INVOICE
- Within ten (10) days after the receipt of an improper invoice, the City of Pensacola shall notify the vendor that the invoice is improper, specify the reasons therefore, indicate what corrective action on the part of the vendor is needed to make the invoice proper.
- E. DISPUTE RESOLUTION PROCEDURES
- In the event a dispute occurs between a vendor and a department of the City of Pensacola, the following procedures apply:
1. Disputes initiated by vendors:
    - a. The vendor shall, not later than 45 days from when a proper invoice is received by the City of Pensacola, submit a written statement via certified mail to the department for which the purchase was made, specifying the nature of any dispute they may have regarding payment of an invoice.
    - b. Within five (5) days of receipt of the written statement, the appropriate Department Director shall investigate the dispute and render a decision in writing to the Director of Finance.

- c. Within five (5) days of receipt of the written decision from the Department Director, the Director of Finance shall review the dispute and the Department Director's recommendation and shall make a final decision on the matter. A written explanation of the final decision made shall be sent to the vendor via certified mail within five (5) days from the date the final decision is made.
- 2. Disputes initiated by the City of Pensacola:
  - a. The appropriate Department Director shall, not later than 30 days from when a proper invoice is received, submit a written statement via certified mail to the vendor from which the purchase was made, specifying the nature of any dispute regarding payment of an invoice.
  - b. The vendor shall, within 15 days of receipt of the written statement, submit a written response to such indicating their agreement or disagreement therewith as well as the reasons therefore.
  - c. Within ten (10) days of receipt the written response from the vendor, the Director of Finance shall review the dispute and shall make a final decision on the matter. A written explanation of the final decision made shall be sent to the vendor via certified mail within five (5) days from the date of final decision is made.

**SECTION 4 – HOW TO USE A REQUEST FOR PAYMENT (RP)****4.01 PURPOSE**

The purpose of the Request for Payment (RP) is to allow departments to purchase materials directly without going through the normal requisition/purchase order requirements. The intent is to reduce time, effort and paper work.

**4.02 PROCEDURE**

When a department has a requirement for an item or service and the cost and object code category are within the RP limitations, the department contacts the vendor and orders the item using the RP number as an identity for the transaction.

Prior to contacting any supplier, departments are required to contact their appropriate stores warehouse to determine if the item needed is available from warehouse stock.

The department head is required to submit a list to the Director of Finance of individuals authorized to approve RP's. No RP will be processed under any other signature unless such written authorization has been received. The department head is also responsible for insuring the items required:

- Are not available from another vendor currently holding a bid award.
- Are proper purchases for public funds.
- Are covered in the department's budget.
- Are directly related to the mission of the department.
- Are not split between several RP's to avoid normal requisitioning procedures.

If the order is phoned in, faxed or emailed to the vendor, the RP must be clearly marked "Confirming Order - Do Not Duplicate", before it is mailed.

Requests for Payments must include the following information:

- Complete vendor name, address and number. If vendor exist on vendor file, include vendor number. If a new vendor, type "new vendor" for vendor number. New vendor numbers will be assigned by the Financial Services Department. It is the responsibility of each department to obtain the Internal Revenue Service, W-9 from a "new vendor".
- Date of RP
- Department/Activity
- Complete expense code
- Itemized description of purchase
- Quantity
- Unit price
- Total line item
- Total RP
- Authorized signature
- Invoice numbers

**4.03 ROUTING**

- White Copy - Vendor's copy - RP number must be provided to the vendor when the order is placed or picked up. This copy will usually be mailed to the vendor along with the check for payment.

- Blue Copy - Paying copy - To be forwarded to Finance for payment after item has been received.
- Green Copy - Departmental copy - To be retained by the issuing department.

Request for Payment forms may be obtained by departments from the Financial Services Department in the same manner as used to obtain other supplies.

#### 4.04 PROCESSING FOR PAYMENT

Payment of RPs is made by submitting to the Financial Services Department the paying copy (blue) with original invoice attached. Invoice must agree with RP. Enclosures to accompany checks must be attached to vendor's copy (white) of RP. Payment requests with all necessary documentation attached must be in the Accounting Office prior to the 4th of the month to be paid on the 10th of the month. All RP's should be processed on a daily basis. Checks will be processed and mailed to the vendors according to the above schedule. (See Section 3.07)

**Commented [AL1]:** What is our process for these?

**SECTION 5 – HOW TO USE A PURCHASE ORDER (PO)****5.01 PURCHASE REQUISITION****A. PURPOSE**

The primary role of the City's Purchasing Activity is to meet valid needs for materials, goods, services, construction and equipment by providing the right products or services in the right quantity, at the right price, at the right time, and at the right place. To accomplish this, it is necessary for the various departments to inform Purchasing of their requirements by the preparation of a Requisition submitted through the proper channels.

The purchase requisition serves to inform the Purchasing Activity of the needs of a specific user department and to correctly define the material or service requested. The requisition is not an order, merely the authorization for Purchasing to procure the item(s) or service(s) in accordance with established City policies and procedures.

The procedures that are set forth in this manual have been established as a tool used by Purchasing for the processing of all requisitions. The requisition will begin with the requesting department.

**B. WHEN PREPARED:**

A review of the departmental work load will assist in the planning of work schedules to permit the orderly procurement and receipt of any materials required to complete the job.

Requisitions shall be prepared far enough in advance to permit the Purchasing Activity to obtain competitive prices, when necessary, and to allow sufficient time for deliveries to be made. Rush or emergency orders are costly. The departments should anticipate requirements and submit requisitions allowing ample time for Purchasing to complete action to secure the items needed at the time required.

**C. WHO PREPARES**

Requisitions shall originate in the requesting department at the level where the purchase is to be used and proceed to Purchasing after receiving authorization and approval of the Department Director or his designee by using the EDEN (Financial Software) Requisition Module.

Department Directors may, at their discretion, designate certain activity directors or other employees to approve purchase requisitions. Names of persons so authorized should be sent to the Financial Services Department and updated whenever personnel changes occur.

**D. HOW PREPARED**

A properly entered requisition into the EDEN Requisition Module must contain the following information:

1. *Requisition Numbers* - The EDEN Requisition Module will assign a requisition number after the requisition has been entered into the system by the department.
2. *Date* - Fill in the date the requisition is prepared.
3. *Department* - Fill in the complete name of the requesting department and activity.
4. *Deliver To* - Indicate where the item is to be shipped; give complete street address.



5. *Suggested Vendor* - Leave blank unless department has identified a vendor. For the guidance of the Purchasing Activity, it is requested that reference be made to vendors whose products have been satisfactory in the past. Also, since departments have knowledge of sources of supply, please indicate these items on the requisitions: vendor name, vendor number, address, telephone number, etc.
6. *Quantity and Unit* - Indicate each item and the quantity desired by unit of measure such as: each, dozen, gross, carton, case, gallon, pound, etc. If you are ordering by carton or case, please indicate the carton or case count on the requisition. In some cases, each manufacturer has a different case count for their goods.
7. *Description* - Give a careful and precise description of the specifications of the item or service desired (i.e. size, dimensions, type, weight, construction of item and/or equipment, and other pertinent information.) If applicable, please provide a manufacturer's brand name and model for the purpose of establishing a standard of quality.

If the purchase is of a technical nature, specifications should accompany the requisition. If the item cannot be described, except with a great amount of detail, a brief description should be given, followed by the trade name or model number of an acceptable item or "equal."

For printing requests, please attach samples of the finished form to the requisition. What is described is what will be ordered. Requisitions with insufficient information and specifications will be returned to the department.

Avoid including dissimilar items on a single requisition. If all items listed on a requisition cannot be purchased from a single vendor, the items should be divided among multiple requisitions. Some examples of combining dissimilar items are:

- Computer hardware with computer software.
- Janitorial supplies with paper products.
- Ordinary hand tools with special purpose tools.

By avoiding this situation, the purchasing cycle can be shortened. Otherwise the requisition may be returned resulting in delays.

Indicate if the item is known to be on GSA, State or other contracts and note contract number if available. Purchasing will review all items to determine availability under contract.

All item descriptions will be considered to include "equal" or substitute items at the discretion of the Purchasing Activity. If the department requires "no substitute," it must state so on the requisition and be accompanied by a memorandum of justification. (See Section 9)

8. *Unit Price/Extended Price* - Indicate unit price or extended price if known. This can be a "quote" received or an estimate. The Purchasing Activity will use this information in obtaining quotations from other possible suppliers.
9. *Account Number* - Indicate the expenditure code of your department. Particular attention should be given to coding expenditures to the appropriate account. Where multiple account numbers are utilized, please provide Purchasing with a dollar allocation in lieu of percentage allocation. If the item requested is funded by a Capital Improvement Program and the account number is not known, indicate the funding source and item or project name.

10. *Approval* - Have Department Director or his designee approve requisition.
11. *Delivery Date* - It is not mandatory to indicate a delivery date on each requisition. Dates, however, may be shown at the discretion of the requisitioning department; or to indicate the need or desire for delivery within a specified period of time. Any dates noted are purely for the assistance and guidance of the Purchasing Activity to meet the City's schedule of needs. Requisitions shall be prepared far enough in advance of deliveries so as not to create emergencies.

E. ROUTING

A standard requisition consisting of an original with one copy is to be used to make requests for all purchases in this category.

1. The requisitioning department will enter the requisition into the EDEN System.
2. Purchasing will review the requisition to determine if it is properly prepared, has the required approvals and adequate description. If not complete, the requisition will be returned to the originating department.
3. Purchasing will utilize the information provided on the requisition as a basis for comparison of prices, quality, etc. offered by suppliers. Price quotations may be solicited by telephone, Request for Quotation, or advertising for formal bids if not in excess of \$25,000.
4. Budgeting will verify account code, availability of funds and secure authorization from the Director of Finance. The approved requisition is then forwarded to Accounts Payable.
5. Accounts Payable will prepare the purchase order and distribute the copies.

**5.02 ACQUISITION PROCESS**

A. SECURING COMPETITIVE PRICE QUOTES

A requisition is completed and used to prepare a purchase order only after competitive price quotes have been obtained. All purchases made on a purchase order require that opportunity for competition be given except in the case where multiple quotes are not required or practical.

Upon receipt of a requisition, the Purchasing Activity will verify proper quotes were obtained or will seek a source of supply and obtain price quotes. Competitive quotations may either be obtained in the form of telephone quotations or written quotations. Quotations should be recorded on the Quotation Summary sheet and attached to the requisition along with any written quotes received.

A minimum of three (3) quotations should be obtained if practical. Written quotations shall be required for those purchases with specifications too detailed to adequately describe by telephone contact. A written Request for Quotation must be furnished to all selected vendors with written responses received at a date and time certain.

B. COMPETITIVE PRICE QUOTES NOT REQUIRED

Types of purchases and contracts exempt from competitive quotes are:

1. *Professional Services* - Securing the professional services of auditors, attorneys, physicians, and consultants that are not governed by the Consultants= Competitive Negotiations Act (CCNA), Section 287.055, Florida Statutes, or other individuals possessing a high degree of professional skill.
2. *Emergency Purchases* - Emergency purchases, when certified by a Department Director to the Mayor, that the delay incidental to competitive bidding would be detrimental to the interest of the City. (See Section 7)
3. *Sole Source* - Any item which is a propriety item, or available from only a single source, and for which there are no competitive alternate sources. Also included are specialized services that by their very nature are available from only a single source.  
  
The requesting department shall be charged with providing documentation necessary to support the sole sourcing of goods and/or services. (See Section 9)
4. *Purchase Contracts* - Purchases of supplies, materials and equipment from the State of Florida contracts, Federal Government (GSA) contracts and contracts of other municipal governments or other governmental agencies or political subdivisions providing the vendor extends the same terms and conditions of the contract to the City. (See Section 8.04)
5. *Negotiated Purchases* - The Mayor shall reserve the option to negotiate for the purchase of commodities or services when deemed to be in the best interest of the City.

C. AWARD OF BID

It shall be the responsibility of the Purchasing Activity, in conjunction with the requesting department, to determine the lowest and best responsible bidder meeting specifications. In any purchase in which a determination is made to accept a bid other than the apparent low bid meeting specifications, the requisition must be accompanied by proper/adequate documentation to justify the rejection of the low bid.

**5.03 PURCHASE ORDER**

A. PURPOSE

The purchase order is the legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs and services. The purchase order number is the control and reference number for all purchases and it is to be entered on all receiving documents, invoices, and inquiries pertaining to items on order.

B. TYPES OF PURCHASE ORDERS

- Purchase Order - Used for most purchases.
- Blanket Purchase Order (See Section 8)
- Emergency Purchase Order (See Section 7)

C. WHEN ISSUED

Purchase Orders shall be issued only against Purchase Requisitions approved in EDEN by a Department Director or designee.

**D. WHO ISSUES**

Only Accounts Payable may issue Purchase Orders except in the case of Emergency Purchase Orders. (See Section 7)

**E. HOW TO PREPARE**

The purchase order is generated from the purchase requisition and it shall be written so that it is concise and clear. This will prevent unnecessary misunderstandings and correspondence with vendors. Necessary Information can include:

|                            |                                             |
|----------------------------|---------------------------------------------|
| 1. Purchase Order Number   | 12. Quantity                                |
| 2. Vendor Name and Address | 13. Description                             |
| 3. Ship to Address         | 14. Stores Stock Number (When Applicable)   |
| 4. Date of Purchase Order  | 15. Unit of Measure (Ea., Gal., C., Etc.)   |
| 5. Vendor Number           | 16. Unit Price                              |
| 6. Requisition Number      | 17. Extended Price                          |
| 7. Terms                   | 18. Total                                   |
| 8. Ship Via                | 19. Purchasing Agent's Signature            |
| 9. Delivery Required       | 20. Quantity Received (Receiving Copy Only) |
| 10. Freight Conditions     | 21. Receiving Clerk (Receiving Copy Only)   |
| 11. Item Number            |                                             |

**F. ROUTING PURCHASE ORDER**

- Copy 1 - is mailed directly to the vendor.
- Copy 2 - is sent to the requesting department/activity for comparison with material actually delivered by the vendor. Upon receipt of goods, the copy is signed and dated by the receiver and returned to Accounts Payable.
- Copy 3 - is sent to the requesting department and retained for their files.
- Copy 4 - is retained by Accounts Payable and filed by department.

**G. CANCELLATION**

If the requisitioning department wishes to cancel an order, the receiving copy of the Purchase Order is to be returned to the Purchasing Activity marked "Canceled", with a written statement giving the reason for the cancellation. Purchasing will then notify the vendor, in writing, of the cancellation. Cancellations should be processed as quickly as possible. Any charges resulting from such cancellation shall be charged to the originating department.

**5.04 CHANGE ORDERS****A. PURPOSE**

Whenever a change of any kind to the original purchase order is authorized, a change order is required. A change order may be as simple as a written request to change a purchase order or require City Council or Mayor approval and an amendment to the contract.

Subject headings of Committee or Mayor Memorandum for Change Orders requesting increases in the original award of contract amount are to be identified as "Request for Additional Funding".

Background material should include current financial status of project and reasons for requesting additional funding.

It is the policy of the City of Pensacola that all changes that affect the original contract or purchase order be submitted in writing in the form of a Change Order.

B. WHEN PREPARED

Change orders are required under the following circumstances:

- Changes that affect the original purchase order/contract amount by an increase or decrease.
- Changes to contracts awarded by Mayor or City Council regardless of monetary value.
- Changes, which alter, adjust, revise, terminate or cancel a purchase order.

C. WHO APPROVES

- Change Orders will require the same approvals as were required for the original purchase order in accordance with Section 3-3-2 of the Code of the City of Pensacola.
- Change Order increases in excess of the original purchase order amount will require the signature of the appropriate level of authorization as defined by Section 3-3-2 of the Code of the City of Pensacola. City Council amended City Council policy to give the Mayor authority to approve Change Orders on construction projects. The total amounts of Change Orders are not to exceed 5% of the original award of bid. All change orders for public works projects and improvements with a dollar value greater than the approved project contingency set by Council, must be submitted for Council approval. All change orders not for public works or improvement projects, or change orders for public works projects and improvements that do not exceed the Council set contingency, require the approval of the Mayor.

D. PROCESSING CHANGE ORDERS

How change orders are processed depends upon the original amount of the purchase order.

1. Original Purchase Order Amount Equal to or Less Than \$10,000

- Submit to the Financial Services department changes requested to the original purchase order using the appropriate form prior to executing the change.

- The initiating department is to provide supporting documents and the Department Director shall authorize approval.
  - The Financial Services department will review for completeness and accuracy, authorize approval and generate a Change Order. Change orders will be sequentially numbered; Change Order #1, 2, 3, etc.
2. Original Purchase Order In Excess Of \$10,000
- The Mayor must sign all Change Orders if the original purchase order is in excess of \$10,000.
- a. Change Orders for Commodities or Services
    - Change Orders for commodities or services require Mayor approval. To avoid Change Orders in this category, contract amounts recommended to the Mayor for award are to include costs of commodity or service and all reimbursable or miscellaneous expenses.
  - b. Change Orders for Public Work projects
    - The Mayor has the authority to approve all Change Order increases up to 5% of the original award of contract.
    - The Mayor has the authority to approve Change Order increases not to exceed the amounts identified as contingency as specified in the original award of contract.

#### 5.05 RECEIVING, INSPECTING, TESTING

##### A. RECEIVING AND INSPECTING

The Purchase Order indicates to which location or department materials and supplies are to be delivered. It is the responsibility of the requesting department to:

1. Check incoming shipment immediately on receipt for possible shipping damage and to verify that the weight, count, size, color, etc. agree with the Receiving Copy (Green) of the Purchase Order.
2. On determining that the quantities and quality of a shipment conform to those specified by the Purchase Order, the receiver will sign vendor's delivery tickets. Any variance in quantity will be noted on the delivery ticket. If the quantity received does not agree with the suppliers' delivery ticket, the Purchasing Activity should be notified of the discrepancy. If the materials delivered do not conform to the specifications and are not acceptable, the Purchasing Activity should be notified immediately.
3. Receiving copy of the Purchase Order, together with the vendor's delivery ticket, when available, should be attached and forwarded to Accounts Payable for matching with invoice.

Do not hold receiving reports awaiting invoices. All vendors are instructed to send all invoices directly to Accounts Payable.



4. When partial deliveries are made at the convenience of the vendor, payment will not be made until complete delivery is made, unless partial shipment has been billed and a discount is available.
5. The City discounts all invoices when discounts are indicated; therefore, it is very important that all receipts be processed without delay. Receiving reports should be sent to Accounts Payable as quickly as possible to facilitate processing.

The following are steps to take in receiving material:

- Verify the count. If there is a discrepancy, note shortage on both shipper's and deliverer's copies of the receipt.
- Check for visible damage. Note on all receipts.
- Check for concealed damage -- make note of broken or crushed containers.
- In signing a delivery receipt add "except for concealed damage, if any."
- Open all packages and inspect for concealed damage promptly. Damage must be reported to carrier within fifteen (15) days.
- Notify carrier in writing of any damage found and request an inspection and the carrier's inspection forms.
- Retain damaged merchandise until the claim has been processed.
- File claims immediately after a claim has been identified.

**B. TESTING**

Testing of certain materials and supplies is occasionally required. The requesting department is responsible for all details in connection with any necessary testing. Testing requirements should be included in the specifications accompanying the Purchase Requisition.

**5.06 INVOICES**

**A. DEFINITION**

An invoice is the vendor's statement of his charges against the City for materials or services rendered. These invoices are based upon the Purchase Order and should contain the same basic information. The processing of invoices may favorably or unfavorably affect the relationship between the City and its suppliers.

**B. WHAT INVOICES SHOULD CONTAIN**

- Name of Vendor.
- Mailing address of vendor.
- Vendor's invoice number.
- Date invoice issued.
- City of Pensacola PO number.
- Taxes, delivery charges, or cartage listed separately from materials or services. The City is exempt from paying state sales taxes; our tax-exempt number appears on City document authorizing purchase.

- Discount terms.
- For invoices involving the *purchase of goods*:
  - Item description.
  - Quantity purchased.
  - Unit price
  - Total price (by item).
  - Total amount of invoice (for all items).
- For invoices involving the *purchase of services*:
  - Itemized description of services performed.
  - Date services were performed.
  - Billing method for services performed (approved hourly rates, percentage of completion, cost plus fixed fee, direct (actual) costs, etc.).
- Any other information required by written agreement or contract with the City of Pensacola.

C. PROCESSING PAYMENT

Upon completion of delivery and acceptance of material or service, the department will immediately attach shipping documents or invoice, if received, to the receiving copy of the purchase order and forward to Accounts Payable. Vendors are directed to mail invoices directly to Accounts Payable. Should an invoice be received by the originating department, it must be forwarded to Accounts Payable without delay. (See Section 3.07)

D. PARTIAL PAYMENTS

Partial payments will not be made except when partial deliveries are made for the convenience of the City or when a discount is available.

**5.07 PARTIAL RECEIVING REPORTS AND PARTIAL INVOICES**

A. PARTIAL RECEIVING REPORT

A partial receiving report serves the same purpose as the receiving report (See Section 5.03, F, Copy 2) except it applies only to the portion of the order, which is received at a time different than the remainder of the shipment.

A properly prepared partial receiving report must contain the following information:

- Receiving Department - the name of the department receiving the partial shipment.
- Vendor - name of the vendor.
- Purchase Order No. - number assigned on receiving copy of purchase order.
- Item No. - item number of goods received according to receiving copy of purchase order.
- Quantity - The number of units received on the partial shipment.
- Description - describe each item so that it may be identified.
- Date - assigned by receiving clerk.
- Receiving Clerk - signature of authorized receiving clerk.
- Approved - signature of Department Director or his designee.

**B. PROCESSING PARTIAL RECEIVING REPORTS**

Completed Partial Receiving Reports are forwarded to Accounts Payable where they are filed along with the pending Purchase Order.

When an order is completed, all Partial Receiving Reports, the receiving copy of the Purchase Order, and invoices are attached and processed for payment.

Partial payments will not be made except when partial deliveries are made for the convenience of the City or when a discount is available.

**C. PARTIAL INVOICE**

A partial invoice will contain the same basic information as an invoice except that it applies to only a portion of the whole order, which was received at a different time than the rest of the shipment.

**D. PROCESSING PARTIAL INVOICES**

When partial shipment is received and an invoice covering the partial shipment and a discount for payment is allowed, the receiving department will immediately upon accepting the materials or services prepare the partial receiving report and partial invoice, if received, and forward to Accounts Payable. However, if the payment terms are net, and if the balance of the materials or services is expected to be received within a reasonable period of time, the receiving report can be delayed until all materials or services have been received. If the balance of the materials or services is not expected within a reasonable period of time, a partial receiving report should be processed.

**SECTION 6 - PURCHASES OVER \$25,000****6.01 PURCHASING ORDINANCE**

The purchase of commodities and services that have been specifically adopted in the annual budget or appropriated by council may be contracted for or purchased by the Mayor without further action by Council. The purchase or award of contracts for public works and improvements greater than \$25,000 require the approval of City Council, as well as any purchases not previously appropriated.

**6.02 PROCUREMENT METHODS**

1. Formal Invitations to Bid & Request for Proposals (See Section 11)
2. Purchase Agreements (See Section 8)
3. Professional Services (See Section 10)
4. Sole Source Purchases (See Section 9)
5. Emergency Purchases (See Section 7)
6. Purchases from Law Enforcement Contraband Forfeiture Trust Fund

Florida Statute 932.704, *Forfeiture proceedings*, identifies the acceptable uses of funds and equipment confiscated by law enforcement agencies. Finance Committee memorandum dated October 8, 1993 sets forth the procedure whereby the Chief of Police request City Council to approve purchases from the Law Enforcement Trust Fund.

7. Informal Quotes and Negotiated Purchases

For the purchase of commodities or services, the Mayor shall reserve the option to utilize the invitation to bid procedure, request for proposals, informal quotes or to negotiate, depending upon which alternative is deemed by the Mayor to be in the best interest of the City.

8. Computer Hardware and Software Maintenance Services

The costs of maintenance contracts for computer hardware and software are included in annual departmental budgets which are submitted to and approved by City Council. No further Council action is necessary during the fiscal year. However, all invoices form maintenance of computer hardware and software are reviewed and approved by the City Management Information Services department before they are paid. (Information Only, Finance Committee Memorandum, 12/11/92)

**SECTION 7 - EMERGENCY PURCHASE ORDERS****7.01 DEFINITION**

Emergency purchases of supplies or services are those supplies or services necessary because of certain emergency conditions occurring that might affect the health, safety and welfare of the City.

Section 3-3-2 (d) of the Code of the City of Pensacola Florida reads as follows:

"The Mayor shall have the authority to make emergency purchases for commodities and/or services without competitive bids under circumstances where the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City.

While the need for an occasional emergency purchase is recognized, the practice shall be curtailed as much as possible by anticipating needs in time for the use of regular purchasing procedure as outlined in See Sections 4, 5 and 6. Any emergency purchases that need to be appropriated must be reported to Council.

**7.02 PURPOSE**

Emergency purchases are to be made by departments only when property, equipment or life is endangered through unexpected circumstances or where a delay would greatly increase costs.

**7.03 WHO MAKES PURCHASE**

Emergency purchases will be made directly by the requesting department when approved by the department head.

**7.04 HOW PURCHASE IS MADE**

To initiate an emergency purchase, the requesting department will secure from the vendor a sales ticket or an invoice for the material. An Emergency Purchase Order (EPO) form will then be completed and forwarded to the Director of Finance. The EPO must be accompanied by the sales ticket and a statement from the department director describing the cause and nature of the emergency.

Upon approval by the appropriate authority, the Emergency Purchase Order will be paid in the usual manner. (See Section 3.07)

**7.05 GENERAL INFORMATION**

When Emergency Purchase Orders are necessary, the department will make the purchase at the best possible price; in most cases the order probably should be issued to the vendor from whom the materials were previously purchased.

A true emergency will almost always occur as a result of parts and labor needed for repairs to equipment, which must be kept in operating order. Emergencies are also created through negligence and are to be avoided. The use of an Emergency Purchase Order for failure to anticipate normal needs is to be avoided. Emergency Purchase Orders are not authorized for purchases of routine items, which have been exhausted due to oversight in ordering.

Emergency Purchase Orders are costly. They are made hurriedly, usually on a non competitive basis, and usually at top prices. Most vendors will charge a premium if supplies must be obtained immediately. By avoiding emergency orders, money will be saved.

**SECTION 8 - PRICE AGREEMENTS****8.01 GENERAL**

A price agreement provides the City with a source of supply for certain specified materials or services, usually at fixed prices, over a predetermined period of time. Except in special cases, one-year purchase agreements are the most desirable. This policy gives the Purchasing Activity an opportunity to thoroughly review the situation at each new contract period. Price agreements are accomplished by taking formal competitive bids or Request for Quotations stipulating specifications and conditions as required.

A price agreement establishes a competitive source of supply for materials, supplies or services used on a repetitive basis. It enables the requesting department to requisition for periodic deliveries "as-needed" and thereby reduces inventory investment. A price advantage is usually gained, since the seller, by being a partner to the contract, reduces sales expense and is assured that his production will be in continuous operation. The contract also eliminates the necessity of going out for numerous time-consuming individual bids and quotations resulting in faster delivery to the requesting department.

It is the responsibility of the Purchasing Activity to establish such price agreements as will ensure the most effective use of a centralized purchasing function. The Purchasing Activity will work with the appropriate departments in developing standard commodities used by City Departments, and price agreements will be developed to cover the purchase of such commodities.

**8.02 NEED FOR PRICE AGREEMENTS**

The need for a price agreement shall be based on the amount of repetitive purchases made of the same commodity over a period of time. Examples of commodities or services justifying a price agreement are uniform supply, asphalt paving supplies and concrete supplies, PVC pipe, fuel, etc. Because these commodities or services are purchased on a regular basis and in large quantities, price agreements are justified.

The duration of the price agreement shall be based on the commodity and its fluctuation in price and availability during a year. Should a commodity be seasonable and, therefore vary in price during the year, a six (6) month agreement may be necessary. If a commodity or service is more stable and does not fluctuate drastically through a year's time, an annual price agreement may be more appropriate.

Price agreements which extend for longer than one (1) year may include escalator clauses. Escalators must be provided for at the outset of the agreement. They will not be considered if added after the award of the contract. Extension of any price agreement beyond a fiscal year will be contingent upon appropriation of funds by the City Council. Extensions may be granted upon satisfactory execution of the initial contract period if provided for in the initial agreement.

**8.03 TYPES OF PRICE AGREEMENTS****A. INDEFINITE QUANTITY CONTRACTS****1. Definition:**

A contract covering specific items for a specified period of time, usually one year, with orders to be placed on an "as needed" basis.

**2. Primary Use:**



Requirements for supplies which are requisitioned on a continuing basis, used in sufficient quantity and lend themselves to formal contract procedures, may be fulfilled with the use of an indefinite quantity price agreement. This type of agreement offers the advantage of simplifying purchases, but it should only be used when all of the following conditions are present:

- Required items can be grouped properly into a single Invitation to Bid or Request for Quotation.
- Estimates of requirements are reasonable and available.
- Commodities are subject to fixed prices.
- A stable market is anticipated.
- Anticipated quantities of individual orders are not sufficient to obtain favorable prices by individual orders.

3. Limitations:

Indefinite quantity contracts having items or groups of similar or identical items with an aggregate cost in excess of \$25,000 must be approved by the Mayor only after public advertisement and competition. [See Section 3.06]

For price agreements up to \$25,000, a minimum of three written quotations should be obtained if practical. [See Section 3.05]

4. Procedure:

The competitive bid process is utilized in the acquisition of commodities via indefinite quantity contracts and shall follow the same procedures outlined in Sections 5 or 6 of this manual.

B. SERVICE AGREEMENTS

1. Definition:

A service agreement is a contract for required services performed for the period of time and amount of charges agreed upon and made subject to the terms and conditions of the agreement.

2. Primary Use:

Service Agreements may be used for a variety of services, such as:

- Maintenance of office equipment, copy machines
- Data processing equipment
- Janitorial, security, landscaping maintenance

3. Limitations:

Contracts for services of any nature are not required to go through the bidding process at the discretion of the Mayor. The Mayor is authorized to enter into any contract for services that have been appropriated by Council.

4. Procedures:

Once the need for a service agreement has been determined, as well as the duration of the agreement, the requesting departments shall work with Purchasing

in preparing specifications. Generally, the bid procedures outlined in Section 5 or 6 of this manual are followed; however, as noted above in paragraph 3, "Limitations", competitive bidding may not be required.

C. BLANKET PURCHASE ORDERS

1. Definition:

A blanket purchase order is a term contract or basic agreement between the purchaser and the supplier for a stated period of time. The order covers specific items with stated prices, or it can include items of a general category that are covered by a published price list. It establishes certain terms and conditions under which goods and/or services are delivered upon issuance of orders in the form of releases. These releases can be either verbal or written.

A blanket purchase order differs from an indefinite quantity contract and service agreement in that the full amount of the blanket purchase order is encumbered initially rather than as items are placed on order.

2. Primary Use:

The blanket purchase order is used for multiple purchases of certain commodities from a single vendor over a period of time. These blanket purchase orders are issued by the Purchasing Activity for purchases, such as:

- Miscellaneous items of materials, supplies or parts ordered on a day to day basis.
- Purchases under a price agreement covering fixed unit prices when total quantities needed and/or estimated usage can only be estimated at the time the blanket order is established.
- Contractual services such as maintenance contracts on equipment, office machines, data processing devices and other services procured independently by contractor agreement.

3. Limitations:

Blanket purchase orders shall be restricted to \$25,000. The duration of a blanket purchase order shall not exceed any fiscal year, i.e., September 30th.

Each blanket purchase order must state the dollar limitation, the termination date of the order and the names of the persons who are authorized to make releases against the order.

4. Procedures:

- a. Requests for blanket purchase orders shall be submitted via requisition as described in Section 5.01 of this manual. In addition to the requirements outlined in the applicable sections, the purchase requisition shall specify estimated quantities required, maximum dollar limitation and period of time required. A list of names with signatures of those individuals who may be designated as having authority to make purchases from the applicable vendor shall also be provided. The list of authorized personnel will be placed on the face of the blanket with instructions to the vendor that goods may be sold to only those individuals, without exception.

- b. Once the blanket purchase order is established and the full estimated amount is encumbered, the following steps are followed to effect a purchase and/or release materials:
  - Contact vendor referencing the blanket purchase order number.
  - After goods and/or services are received, complete the blanket purchase order receiving report and attach corresponding invoices. These documents are then forwarded to Accounts Payable for payment.

#### **8.04 GSA/STATE/OTHER GOVERNMENT CONTRACT PRICE AGREEMENTS**

Departments may take advantage of GSA/State Contracts and contracts of other municipal governments or other governmental agencies or political subdivisions. This acquisition process shall follow requisitioning procedures outlined in this manual with the exception of the quotation/bid process. (See Section 5.02 and 10.03)

When GSA/State Contracts or contracts of other governmental agencies are used for purchases, the GSA/ State Contract number or a reference to another government agency should appear on the Requisition and Purchase Order.

Such purchases shall be approved by the appropriate authority based on price, i.e., Department Director, Director of Finance or Mayor.

**SECTION 9 - SOLE SOURCE ACQUISITIONS****9.01 GENERAL**

A single source commodity, one that is noncompetitive in price and/or specifications and can only be purchased from one supplier.

The Purchasing Ordinance allows for purchasing specialized items from sole source vendors without competitive bids. Sole source acquisitions up to \$25,000 must be approved by the Director of Finance or his designee. Sole source purchases in excess of \$25,000 must have approval of the Mayor.

**9.02 SUBMITTING SOLE SOURCE REQUISITIONS**

All requisitions for sole source purchases up to \$25,000 must be supported by the Sole Source Certification form (Exhibit 5). Forms are available from Purchasing or copies may be made as needed.

Submission of the form is mandatory on the first request for purchase of sole source material or services. Repeat orders of the same material or service will reference the approval number.

The Purchasing Activity shall maintain a list of all known sole source commodities and supplies utilized by the City. Periodically, Purchasing will require renewed and updated certifications to keep the master approval files current.

Departments may request sole source classifications prior to actual order by processing the form with supporting documentation. Advance authorizations can save considerable time and should be used wherever possible.

**9.03 SOLE SOURCE GUIDELINES**

Some examples of generally accepted Sole Source guidelines are as follows:

1. Proprietary Item/Service - An item/service developed and marketed by a person or persons having an exclusive right to produce and sell it.
2. Item is available only through the original manufacturer or provider; not available through a distributor.
3. Only area distributor of the original manufacturer.
4. Parts/Equipment not interchangeable with similar parts from another manufacturer (compatibility).
5. Only known item that will meet the specialized needs of this department or perform the intended functions.
6. Parts/Equipment that are required as part of an ongoing standardization process.
7. When failure to receive the material or service by the required date will prolong an unsafe condition, adversely affect operation, or cause a work stoppage.
8. A competitive procurement (within the last three (3) months) for similar items establishes that the supplier selected offers the best available price with reasonable delivery and service.

**SECTION 10 - PROFESSIONAL SERVICES****10.01 DEFINITION**

Professional Services shall mean those services the value of which is substantially measured by the professional competence of the person performing them and which are not susceptible to realistic competition by cost of services alone. Professional Services shall include, but not be limited to, services customarily rendered by architects, engineers, surveyors, certified public accountants and financial personnel, systems planning, management consultants, advertising professionals, and appraisers. Professional Services may be acquired through the Request for Proposals process as dictated by the thresholds established for sealed bids or by other procedures as outlined in this section. Awards will be made by the appropriate authority as established in the procedural outline.

**10.02 SERVICES \$0 TO \$10,000**

Professional Services acquired within these limits may be processed by using a Request for Payment (RP) or a Purchase Order (PO) if the amount is over \$2,500.

**A. PROCEDURES:**

The procedures for securing services are as follows:

1. The requesting department will coordinate with Purchasing to determine availability of firms and method of solicitation.
2. The selection of the firm may be made on the basis of interviews and written proposals from a minimum of two firms.
3. A completed RP or requisition indicating the firm selected along with all proposals shall be submitted to Accounts Payable or to Purchasing for processing.

**10.03 SERVICES \$10,001 TO \$25,000**

Professional Services acquired within these limits are typically to be processed on a Purchase Order (PO), but may be purchased on an RP with prior approval of the Director of Finance. Professional Services within these limits may be acquired by solicited quotes, Request for Proposals (See Section 10.05) or State of Florida Consultants Competitive Negotiation Act (CCNA) (See Section 10.06). A contract detailing the fee for services and the scope of work should be executed between the City and the vendor.

**10.04 SERVICES OVER \$25,000**

Professional Services in excess of \$25,000 are generally acquired by using one of two methods: Request for Proposals (See Section 10.05) or State of Florida Consultants Competitive Negotiation Act (CCNA) (See Section 10.06).

However, contracts for services of any nature may be obtained through formal solicitation, informal quotation, negotiation, use of state, federal or other governmental contract if determined by the Mayor to be in the best interest of the City (See Section 6.02). A contract detailing the fee for services and the scope of work should be executed between the City and the vendor.

**10.05 REQUEST FOR PROPOSALS**

This method allows for negotiation in the scope of services, price and delivery, whereas the sealed bid method allows no substantive changes. The Request for Proposal shall state the relative importance of price, and other evaluation criteria, such as: administrative capability, technical ability and approach to meeting performance requirements.

Any material submitted in response to a Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

Request for Proposals are processed in a manner similar to that of other formal bids. (See Section 11)

Evaluations of proposals are based upon the criteria set forth in the RFP. The selection process may consist of interviews, presentations and review of materials submitted.

In accordance with state law, the presentations or committee meetings are exempt from public meeting requirements and shall not be open to the public, but must be recorded. The recording of the presentations or meetings are exempt from public records requests until the City provides notice of its intended decision or 30 days after the opening of the bids or proposals, whichever is earliest.

#### 10.06 CONSULTANTS COMPETITIVE NEGOTIATION ACT (CCNA)

Florida Statutes Section 287.055 establishes the requirements for acquisition of professional architectural, engineering, landscaping architectural services, or registered land surveying or mapping services. If the basic construction cost of a project is estimated to exceed the threshold amount for Category V of Section 287.017, Florida Statutes, or fee for professional services in planning, study, advisory or consulting activity exceeds the threshold amount for Category II of Section 287.017, Florida Statutes, a competitive selection process is required. As of January 2011, Category II and Category V are \$35,000 and \$325,000 respectively. The only exception shall be in cases of valid public emergencies as may be determined by the Mayor.

*Firm* means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in this state.

*Professional services* means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

*Professional services committee* means the team or ad hoc committee appointed by the Mayor which shall evaluate and recommend professional services firms to be employed by the city.

In summary, this Act requires that all engineers, registered land surveyors, mappers, landscape architects and architects responding to public advertisements for professional services or requesting that they be listed with the City as able to provide professional services shall be required to submit a statement of their qualifications.

(a) Public announcement and qualification procedures.

(1) Public announcement. The city shall publicly solicit proposals as provided in Section 287.055(3), Florida Statutes, from firms in a uniform manner on each occasion when professional services are to be purchased for a project that the basic construction cost



of which is estimated to exceed the threshold amount provided in Section 287.017, Florida Statutes, for category five, or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in Section 287.017, Florida Statutes, for category two, except in cases of valid public emergencies so certified by the Mayor. This public notice shall include a general description of the project and shall indicate how, and the time within which, interested firms may apply for consideration by the city.

- (2) Certification. Any such firm desiring to perform such professional services for the city shall be certified by it as provided in Section 287.055(3), Florida Statutes.
- (b) Professional services committee.
- (1) After the public announcement of a project, a professional services committee shall be created, which will be ad hoc for each project, comprised of members appointed by the Mayor.
  - (2) The purchasing manager or his or her designee shall serve as staff advisor to the professional services committee without any voting powers.
- (c) Competitive selection.
- (1) Recommendation for selection. The competitive selection of the most highly qualified firm shall be governed by Section 287.055(4), Florida Statutes. For each proposed project, the professional services committee shall conduct discussions with and may require public presentations by no less than three (3) firms, regarding their qualifications, approaches to the project, and ability to furnish the needed services. Any such discussions and presentations shall be conducted as public meetings in accordance with Section 286.011, Florida Statutes.  
  
The professional services committee shall (on a project-by-project basis) determine the allotted time for the presentations, the mode and manner of presentations, and any other matter relating to such presentations.
  - (2) Presentations. It shall be within the discretion of the professional services committee to determine whether to require presentations from the proposers or merely to review the proposals without presentations. Regardless of the method chosen, the professional services committee shall select no fewer than three (3) firms, in ranked order, deemed to be the most highly qualified to perform the services. Recommendation for selection of the firms shall be based on, but not limited to, the criteria set out in Section 287.055(4), Florida Statutes, and additional criteria may be added by the Mayor or designee as warranted for each project.
  - (3) Committee recommendation to the Mayor. The professional services committee shall forward to the Mayor for approval its recommendation of the firms in ranked order. If the Mayor rejects the recommendation, he or she may return it back to the committee for reevaluation and preparation of a new ranking recommendation.
  - (4) Consideration of costs or compensation. Costs or compensation to a firm may be considered only during competitive negotiations. Such negotiations shall not occur until after the most qualified firms have been selected by the professional services committee and the ranking confirmed by the Mayor.
  - (5) Continuing contracts permitted. Nothing in these policies and procedures shall be construed to prohibit a continuing contract between a firm and the city.

- (6) In accordance with state law, the presentations or committee meetings are exempt from public meeting requirements and shall not be open to the public, but must be recorded. The recording of the presentations or meetings are exempt from public records requests until the City provides notice of its intended decision or 30 days after the opening of the bids or proposals, whichever is earliest.

(d) Competitive negotiations.

- (1) Contract negotiations. Once the Mayor approves the ranking of the firms, he or she shall attempt to negotiate a contract with the most qualified firm. Should the Mayor be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the city determines to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated. The Mayor thereafter shall undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, he or she shall terminate negotiations. The Mayor shall then undertake negotiations with the third most qualified firm.

Should the Mayor be unable to negotiate a satisfactory contract with any of the selected firms, he or she shall select and advertise for additional firms and negotiations will continue after their ranking in order of competence and qualifications in accordance with these policies and procedures until a proposed contract is concluded.

- (2) City council approval. The Mayor then shall recommend to the city council the approval of the proposed contract. If the city council approves the contract, it will be executed by all parties. If the contract is rejected by the city council, the city council may then order the Mayor to re-negotiate it with the firm or to re-solicit the project.
- (3) Contract negotiations in cases of emergencies. For projects certified as valid public emergencies by the Mayor, the Mayor shall use his or her best efforts and judgment to select the three (3) most qualified firms unless the exigencies of the situation require that only one (1) firm be engaged immediately, from the list maintained by the city or obtained by other reasonable means. The Mayor shall select and negotiate with the most qualified firm considering the nature and extent of the emergency.

At the earliest, practical time the Mayor shall present the contract to the city council for approval. The Mayor shall sufficiently apprise the city council of the nature of the emergency and the reason why the normal selection procedure could not be followed.

- (e) Design-build contracts. The procurement of design-build contracts shall be awarded by the city in accordance with Section 287.055(9), Florida Statutes. Subject to its oversight and approval, the city council hereby delegates to the Mayor those duties set out in Section 287.055(9), Florida Statutes, which it deems necessary and proper to accomplish the purposes of this subsection.
- (1) Design criteria package. If the Mayor determines that a design-build contract is the appropriate method of procurement for any construction project, a design criteria package for the design and construction of the project shall be prepared and sealed by a design criteria professional either employed or retained by the city.
- (2) Design criteria professional. If the city elects to enter into a professional contract for the preparation of the design criteria package, then the design criteria professional shall be selected and contracted with in accordance with the requirements of this article. A design criteria professional who has been selected to prepare the design criteria package shall not be eligible to render services under a design-build contract executed pursuant to the design criteria package.

- (3) Procedures. The Mayor shall establish criteria, procedures, and standards as provided for in Section 287.055(9), Florida Statutes, for the evaluation of design-build contract proposals or bids, based on price, and technical and design aspects of the project.
- (4) Mayor's recommendation. For each public construction project involving the award of a design-build contract, the professional services committee shall recommend to the Mayor no fewer than three (3) design-build firms as the most qualified.

The Mayor shall evaluate the proposals or bids in consultation with the staff or retained design criteria professional for that project. The Mayor shall recommend that the city council award a contract to the firm deemed most qualified.

- (5) Public emergency. In the case of valid public emergency, the Mayor may declare such an emergency, suspend the procedures specified herein, and authorize negotiations of a design-build contract with the best qualified design-build firm available at that time. At the earliest, practical time the Mayor shall present the contract to the city council for approval. The Mayor shall sufficiently apprise the city council of the nature of the emergency and the reason why the normal selection procedure could not be followed.

#### **10.07 COMMERCIAL REAL ESTATE SERVICES**

The Purchasing Office shall maintain an approved real estate professionals list certified by either the Society of Industrial and Office Realtors (SIOR) or the Commercial Investment Real Estate Institute (CCIM). This list may be used by the City to obtain assistance with property management, property acquisition, or the sale and marketing of commercial properties. Selection of the firm or individual to use from the list shall be based on the qualifications and experience, as well as the potential fee for the particular real estate transaction.

**SECTION 11 - FORMAL BID PROCEDURES****11.01 GENERAL INFORMATION**

All contracts for the purchase of equipment, materials, supplies, facilities, etc., in excess of twenty-five thousand dollars (\$25,000), shall be awarded only after public advertisement and competition as may be prescribed by ordinance. Though some exceptions may apply, the preferred method of procurement shall be competitive sealed bidding.

The requesting department initiates a bid request by compiling the specifications and submitting them for review by using the Preliminary Document Review Form.

Bid documents may include advertisement, general conditions, insurance, bond requirements, specifications, plans, special conditions, suggested vendors, and proposal page.

Prior to initiating a bid request, the requesting department shall contact the Purchasing Activity for assignment of a Invitation to Bid or Request for Proposals number which shall be reflected on all subsequent correspondence. Requesting Department shall coordinate Bid Opening date and time with the Purchasing Activity.

Upon receipt of the Preliminary Document Review Form, the Purchasing Activity will compile the bid documents for advertising and distribution.

This section documents the complete formal bid process.

**11.02 VENDOR SELECTION**

A vendor list sufficient to generate at least three responses is required for all purchases over twenty-five thousand dollars (\$25,000).

Potential suppliers may be located by contacting Purchasing and using the following resources:

|                              |                            |
|------------------------------|----------------------------|
| Vendor List (See Section 12) | State Purchasing Contracts |
| Product Catalogs             | Telephone Directories      |
| Purchasing Records           | Thomas Register            |
| McRaes Blue Book             | BIDNET                     |
| Department Recommendation    | Trade Journals             |
| Salespersons                 |                            |

**11.03 ACQUISITION METHOD**

Formal bid procedures are utilized for purchases over \$25,000. Specific types of written bids are defined below. The type used is determined for each requisition.

**A. INVITATION TO BID**

This is generally done via the sealed bid, and is the standard method used. The Invitation to Bid is accompanied by detailed specifications, bid forms, and all contractual terms and conditions applicable to procurement. Once bid, no changes in scope or price are allowed.

**B. REQUEST FOR PROPOSAL**

This is similar to Invitation to Bid, but is more complex and is generally used for services. This method requires the vendor to provide a detailed proposal in response to the Request for Proposal, which is more general in nature, and usually results in a contractual agreement.

This method allows for negotiation in the scope of services, price and delivery, whereas the sealed bid method allows no substantive changes. The Request for Proposal shall state the relative importance of price and other evaluation criteria.

Revisions to proposals are permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors, except as may be required by Florida Public Records Law, Chapter 119, Florida Statutes.

**C. REQUEST FOR STATEMENT OF QUALIFICATIONS (RFQ)**

This is utilized primarily for acquisition of Professional Services. This method requires potential vendors to submit written Statements of Qualifications for the proposed project which usually includes: capabilities, adequacy of personnel, past record, experience, or other factors required by the City. This method allows for negotiation on scope, price, delivery and terms, and usually results in a contractual agreement.

Under Florida Statutes, Section 287.055, an RFQ is required for architectural, engineering, landscape architecture, registered land-surveying or mapping services, if the expected cost of the services exceeds the threshold amount provided in s. 287.017 for Category II, or the total project cost exceeds the threshold amount provided in s. 287.017 for Category V. At this time, January 2011, Category II and Category V are \$35,000 and \$325,000 respectively. (See Section 10)

**11.04 CONTENTS OF SOLICITATION**

The Invitation to Bid or Request for Proposal sent to or placed in the hands of prospective bidders should contain the following instructions and information:

1. Bids must be sealed.
2. The latest time, date, and place of receiving and/or opening bids.
3. The quantity desired.
4. A full description of the material and specifications.
5. Bidder must state manufacturer, manufacturer's brand or trade name and catalogue number.
6. Variance to requested specifications should be specifically stated by the bidders.
7. No changes of any kind will be allowed unless specifically stated in the bid.
8. Bids must specify any and all warranties and include pertinent literature when available.
9. Bids must indicate delivery date or time.
10. Bids are to be quoted F.O.B. Pensacola.
11. Bids must be plainly marked on outside of envelope, the material bid and the time and date of opening.
12. Special conditions such as insurance and bonding.
13. Evaluation criteria.
14. Special price information, such as quantity ranges and dates to which prices are firm.
15. The City of Pensacola reserves the right to accept or reject any or all bids or parts thereof and to waive informalities.

**11.05 BID SECURITY AND BONDS**

**A. BID DEPOSITS**

When deemed necessary to ensure successful performance, a good faith deposit shall be prescribed in the bid solicitations.

Whenever any form of bid of the City of Pensacola shall specify that a good faith deposit be made by way of a certified check accompanying such bid, such requirement shall be satisfied by the bidder depositing in lieu of such check, a cashier's check or bid bond made payable to the City of Pensacola.

Bid security shall be in the amount of 5% of the base bid unless alternative amounts are deemed appropriate. Some bid solicitations, price agreements for example, may require a fixed dollar amount for the bond as the exact dollar amount of contract award is unknown.

Within thirty (30) days after the formal opening of bids, deposits shall be returned, except for the deposits of the three (3) lowest bidders, except as otherwise specified in the bid document. The bid deposits of the (3) lowest bidders will be retained within the City's Purchasing Activity until award and execution of contract is complete, or until a purchase order is issued to the successful bidder.

Any bidder withdrawing his bid after the bid opening forfeits the right of return of his good faith deposit.

#### B. BONDS

Requiring bonds until completion of a contract provides protection against bad faith or failure on the part of contractors. Generally bonds are required for construction projects and not mandatory for contracts for equipment, supplies and services.

Types of bonds are:

1. Combination Payment and Performance Bond - This type of bond is required in connection with contracts for repairs, renovations, new construction, and other public works in accordance with Section 255.05 and 713.23, Florida Statutes. When a payment and performance bond is required, forms for the bond will be included with the specifications. Normally no work in connection with the fulfillment of a contract shall commence until the payment and performance bond is accepted by the City.
2. Performance Bond - This bond will be required when it is deemed to be in the best interest of the City to ensure that a contract is carried out in accordance with the applicable specifications and at the agreed contract price.
3. Payment Bond - A contractor may be required to furnish a payment bond on contracts for purchase of materials or services in accordance with Section 713.23, Florida Statutes. Such a bond is used to protect the City from suits for non-payment of debts which might be incurred by a contractor's performance for the City.
4. Warranty Bond - At the discretion of the Purchasing Activity and coordination with requesting departments, a warranty bond may be required from a successful bidder to ensure warranty provisions are fulfilled.

Amount of bonds shall normally be at 100% of contract price. The contractor shall be responsible for securing bonds.

A company acting as surety for any bond issued shall be licensed to do business in the State of Florida.



**11.06 PROCESSING BIDS****A. REQUEST FOR BIDS AND PROPOSALS**

Request for bids and proposals are prepared by the requesting department. The department shall submit for review complete specifications, plans, special conditions, terms or provisions, proposal page and suggested vendor list along with the Preliminary Document Review Form signed by the Department Director.

The Preliminary Document Review Form and related documents are forwarded to Purchasing who will review and forward to Risk Management for inclusion of insurance requirements, if any.

Upon completion of the bid request review, the bid package is assigned a bid identification number, bid opening date and time, and prepared for advertising and distribution.

**B. ADVERTISING BIDS**

Adequate public notice of the Invitation for Bids shall be given a minimum of ten (10) calendar days preceding the last day set for the receipt of proposals or bids. The City will advertise once a week for two (2) weeks in newspapers of general circulation and also in minority oriented newspapers. Florida Statutes, Section 255.0525(2) provides the solicitation of competitive bids or proposals for any county, municipal or other political subdivision construction project that is projected to cost more than \$200,000 must be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Projects estimated to cost more than \$500,000 must be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. In cases of emergency, the notice procedures may be altered.

The newspaper advertisement shall include a general description of the equipment, supplies or services to be procured, where bid packages and specifications may be secured, closing date for acceptance of bids or proposals and the time and place for opening bids.

Authority: Pensacola Code, Sec. 3-3-5, Advertisements.

**C. DISTRIBUTING BIDS**

The steps followed to distribute the solicitation are:

1. Mail or email Invitation to Bid notices to prospective vendors and post to City internet site.
2. Maintain an accurate list of each vendor to whom the request was sent.
3. Add names and addresses of recipients to initial list whenever additional invitations to bid are distributed. This ensures completeness of the vendor list.
4. Distribute copies of solicitation documents to ordering department.
5. Send any addenda out after the initial solicitation to each name on vendor list, and the ordering department as well.

**D. PRE-BID CONFERENCE**

A pre-bid conference may be held with all bidders and concerned project personnel on complex procurements.

The prime objective of such a conference is to provide a clear understanding of instructions to bidders relative to drawings, specifications, local conditions, location of the work, and basic construction methods or work requirements.

In addition to avoiding quality assurance problems and contingency items in quotations, other benefits that may be derived from conferences are:

1. The number of changes in specifications may be reduced.
2. Competition may be stimulated by interesting more prospective suppliers.
3. Conferences tend to ensure that qualified suppliers will submit quotations and tend to discourage submissions by suppliers who are not qualified to perform the work or supply the goods.
4. An opportunity is afforded to discuss schedules. This is particularly valuable when hard-to-get or special materials and equipment are involved.
5. An opportunity is afforded to explain, to the extent considered necessary, policies and requirements with respect to procurement methods, competitive bidding and negotiation, quotation qualifications and conditions, price provisions in solicitations and any resulting contractual agreements, and the determining factors in making awards.

The conference should be a formally announced meeting in general session with bidders. An announcement of the intent to hold a conference shall be included with the Invitation to Bid. The announcement should state when and where the conference will be held. In order to derive the greatest benefit from a conference, adequate time should be provided for the prospective suppliers to review the plans and specifications prior to the conference. The conference should be attended by personnel qualified to answer completely and accurately all questions relating to matters such as contract provisions, design and specifications, and production techniques that are expected to be discussed. A formal record shall be made of persons attending and the organizations they represent.

During the pre-bid conference, the specifications are thoroughly reviewed and discussed with all vendor representatives in attendance. Care is exercised to clarify the specifications as requested so as to ensure that a vendor is not written out, thereby, eliminating him from the bidding without due cause. Only in those instances where a vendor requests a change in the specifications that would result in compromising the intended use and quality of the equipment are such requests denied.

It is important that the persons attending be clearly informed that no oral statement from any person which modifies plans and specifications will in any manner or degree, be considered official until covered in an addendum to the Invitation to Bid or Request for Proposal.

**E. ISSUING ADDENDA**

Once an invitation to bid has been mailed, no changes in the specifications can be made unless all prospective bidders are so notified by means of an addendum, clearly pointing out such changes.

Addenda shall be distributed at least seven (7) calendar days prior to bid opening date, if not the bid date will be changed. Addenda for projects that have a mandatory pre-bid may be issued up to 24 hours prior to bid opening.

#### 11.07 RECEIVING BIDS

##### A. CONTROL OF BIDS

Control of the sealed bid is essential.

1. Instruct all bidders to submit all bids in sealed envelopes, with the following clearly identified on the outside of the envelope:
  - a. Vendor name
  - b. Name of item or service for which bid is submitted
  - c. Due date (month, day, year)
  - d. Time due (hour/a.m. or p.m.)
  - e. Bid number
2. Time stamp and date each bid as it is received in Purchasing.
3. If, as occasionally happens, the outside envelope is not properly identified with required information, the envelope may be opened for identification purposes only.
  - a. Write information on outside of envelope, and reason it was opened, and then sign on outside.
  - b. Reseal the envelope.

All sealed bids shall be received at the Purchasing Office, 6th Floor, 222 West Main Street, Pensacola, Florida 32502-0062.

##### B. MODIFICATIONS TO BIDS PRIOR TO BID CALL

Modification of bids prior to bid call is prohibited. Withdrawal before bid opening will be permitted if not specifically prohibited in the invitation. The person requesting withdrawal must be authorized to make the request and comply with provisions relative to return of specifications should this be a requirement of the bid.

##### C. TELEPHONE/TELECOPY RESPONSES

Telephone/Telecopy or email responses are expressly prohibited and are to be rejected if received.

#### 11.08 BID OPENING

##### A. PROCEDURE

The Purchasing Activity conducts the bid opening. The procedure is as follows:

1. Determine that the time fixed for the opening has arrived.
2. Read prices aloud as bids are opened so that any vendors in attendance may record pertinent data. As bids are read aloud, record each bid as it is read, or as soon as possible thereafter. Quantity sheet information and pricing will not be read aloud nor may this information be shared at the bid opening. Quantity sheet information and pricing may only be distributed after the notice of decision or the intent to award or until 30 days after the bid opening, whichever is earlier.
3. Check for other pertinent bid documents such as bid bonds.

4. Answer, with utmost candor, any questions that bidders may have regarding the bid but do not indicate to whom the award may be made.
5. No vendor shall be allowed to submit changes or modifications to their bid after the bid opening.
7. Inform bidders that vendor selection and award is only after all bids are evaluated and approved by City Council or Mayor.
8. Generally, bidders should be permitted to examine the bids which are recorded. There is an exception to this rule discussed in Section 11.08B.
9. Express City's gratitude for vendors' participation and conclude the meeting.

**B. PUBLIC DISCLOSURE**

Generally, under Florida's Public Records Act, any person has the right to review any document which is kept by the City in the course of regular business. However, Section 119.07, (3)(m) of this act exempts the City from allowing interested parties to examine sealed bids or proposals until such time the City provides notice of a decision or intended decision or within thirty (30) days after bid or proposal opening, whichever is earlier.

Accommodate vendor telephone requests for bid results to maximum extent feasible:

1. Suggest they come in and review documents.
2. Offer to send copy of bid tabulation.
3. As last resort, offer to read information over the phone.

**C. LATE BIDS**

Any bid received at the place designated for submission after the time set for opening of bids is a late bid. The City will reject any bid if received after the designated time of bid opening except in those rare cases where a bid has been misplaced or mishandled by the City after receipt. The rejected bid shall be stamped with the date and time received and placed in an envelope and returned unopened to the bidder. There will be no exceptions to this policy.

**11.09 PRELIMINARY SCREENING OF BIDS**

The Purchasing Activity will ensure bids have been properly signed. Unsigned bids will not be considered.

**A. MODIFICATION OR WITHDRAWAL OF BIDS AFTER BID OPENING**

After a bid has been opened, no changes in bid prices or other provisions shall be permitted. (See Section 11.09F for waiver of informalities.)

No bid may be withdrawn after closing time for receipt of bids for a period as stated in the bid documents.

**B. MISTAKES IN BIDS**

Prior to opening of bids a vendor may correct or withdraw his bid (See Section 11.07B).

When a mistake is either detected by the Purchasing Activity or alleged by the bidder after opening, the bidder should be asked to verify his bid and produce supporting evidence of the mistake. If the bidder responds supporting the mistake, the Purchasing Activity may correct the bid if the mistake was an obvious or apparent clerical error. Examples are:

1. Obvious errors in placing decimal points.
2. Obvious discount errors.
3. Error in extension of unit prices.

If the mistake is not an obvious or apparent mistake of a clerical nature, it must be referred to the Legal Department for action.

C. ALTERNATE BIDS, APPROVED EQUIVALENTS OR EQUALS

The bidder may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item, supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal items.

If an Invitation to Bid does not expressly permit the submission of alternate bids, a bid which qualifies the specifications should be rejected as unresponsive. However, if a bidder submits a bid conforming to the specification and also offers an alternate, the alternate may be accepted if the bidder is lowest on both bids. Therefore, no prejudice results to the other bidders.

D. ONLY ONE BID RECEIVED

When only one bid is received, the following steps are necessary:

1. Inquire of those who did not bid to determine the reason for lack of response.
2. Accept or reject the bid based on information received and taking into consideration the City's position favoring competition.
3. Accept the bid if time is crucial and cost is reasonable, as the opportunity for competition was afforded by initial solicitation.
4. Reject the bid if time permits for re-solicitation.
5. Review specifications and bid list, revise if necessary, and re-bid per procedures in this Section.

E. NO BIDS

On occasion, the Invitation to Bid will receive no responses. In those cases, these steps will follow:

1. Contact all those vendors on bid list to determine reason for lack of response.
2. Contact the user department to determine if re-bid is desired, using information obtained from vendor survey.
3. File the closed bid file in Purchasing if determination is made not to re-bid at present time.
4. Review specifications and bid list if decision is made to re-bid.
5. Revise bid documents where appropriate.
6. Initiate the bidding process per procedures in this Section.

**F. WAIVER OF INFORMALITIES**

Bids may be defective in that they fail to give certain information requested by the invitation. For example, a bid may fail to furnish required catalogs or descriptive data. These "minor" informalities may be corrected by allowing the bidder to furnish the information prior to award, or by waiving them if time does not permit their correction.

The difference between a minor informality on the one hand, and a failure to conform to the essential requirements of the invitation on the other, may be difficult to determine without legal advice. Nevertheless, the decision to allow the defect to be corrected will be judged according to the fundamental principle - is it in the interest of the City to do so and will it be prejudicial to the interests of the other bidders.

The City of Pensacola reserves the right to waive any bid informalities when deemed in the best interest of the City of Pensacola.

**G. TABULATING BIDS**

The requirement for recording bids involves the preparation of a Bid Tabulation Form. The information which normally is transcribed on the Bid Tabulation includes the invitation number, opening time and date, item number, description of articles and services, quantity, unit, unit price, bidder's name and location, deliveries, remarks or any other information which will be helpful in making the evaluation.

A copy of the bid tabulation will be provided to bidders when requested in writing and providing a return envelope, and in accordance with state law.

**H. PROCESSING BIDS AFTER OPENING**

Upon completion of bid tabulation and review by the Purchasing Activity, a copy of the bid tabulation along with copies of the bids received shall be transmitted to the user department and Contract Administration.

**11.10 BID EVALUATION AND AWARD****A. EVALUATION**

Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, and total or life cycle costs, etc. The Invitation for Bids shall set forth the evaluation criteria to be used.

**B. GENERAL CRITERIA FOR AWARD**

Recommendations for award of bids are made to the City Council or Mayor based on the lowest quotation by a responsible bidder meeting all conditions and requirements of the specifications.

**1. Responsible Bidder**

The following criteria are considered when evaluating the bidder's capability to perform:

- a. Has sufficient financial resources to complete the order.
- b. Can meet quoted delivery considering all other business commitments.



- c. Has a satisfactory record of performance.
- d. Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- e. Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- f. Is a manufacturer, supplier, authorized distributor or vendor for the requirement.
- g. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- h. Has bid within a competitive price range.

2. Responsive Bidder

The following criteria address the scope of the bidder's response:

- a. Has met all requirements of the solicitation (delivery, quality and price).
- b. Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- c. Has met bid security requirements. Lack of security, where required, is a material nonconformity.

3. Price

The element of price is but one of the criteria elements. When considering a proposal:

- a. Evaluate the pricing offered by the bidder; low bid pricing is a factor, but not the final determinant.
- b. Determine the weight that price will have upon the overall decision.

C. LOW BID MEETING SPECIFICATION

Contracts for all such works or improvements in excess of twenty-five thousand dollars (\$25,000) or more shall be awarded to the lowest and best responsible bidder.

D. AWARD TO OTHER THAN LOW BIDDER

When the recommendation is not given to the lowest bidder, a statement of the specific reasons must be included in the committee memorandum or mayor memo.

E. TIE BIDS

In the event two or more bids are received which are equal with respect to price with no evidence of collusive bidding, preference may be given in the award in the following order:

- 1. Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Work Place Program.
- 2. Quality
- 3. Delivery

4. Bidder within City of Pensacola
5. Bidder within Escambia County
6. Bidder within Florida
7. Split order between those tying, provided both vendors agree
8. Coin toss when vendors will not accept split orders

F. REJECTION OF BIDS

The Mayor shall have the power to reject all bids. The following reasons may be considered causes for rejection:

- All prices too high or unbalanced.
- Sufficient funds not budgeted or available.
- An error in the specification sufficient to have caused confusion and misunderstanding among bidders.
- The item on which bids were requested is not needed.
- Lack of adequate competition.
- Noncompliance of specifications.
- Submission of more than one bid in response to a single invitation.
- Lack of adequate work history and/or work experience.

Bids that have been rejected shall not be eligible for public disclosure until the City issues a notice of award or a notice of intent to award for the reissued solicitation or the solicitation is withdrawn. Bid responses shall not be exempt from public records requests any longer than 12 months from the original notice of intent to reject all bids.

G. RECOMMENDATION OF AWARDS

Once a bid has been publicly opened, read and tabulated, copies of the tabulation sheet and all bids received are forwarded to the requisitioning department for review. The requisitioning department and Purchasing must then evaluate all bids and prepare a recommendation of award or rejection for action by the City Council or Mayor.

1. Responsibility for Committee or Mayor Memorandum - The Requisitioning Department will prepare a Committee or Mayor Memorandum. The Purchasing Activity will review the City Council or Mayor Memorandum.
2. Contents of Memorandum – The Memorandum shall be prepared using the following format:
  - a. Recommendation - State in clear and concise terms your recommendation. If the purchase is a sole source, state contract, GSA contract or other governmental entity contract, it should be explained and contract numbers provided.

- b. Background - A brief summary stating the need for the item or service, the time and date of the bid opening and a schedule listing the bids received.
- c. Financial Impact – Indicate if the item or project is budgeted and state where funds for the purchase are available.
- d. Staff Contact - List individuals responsible for the recommendation.

### 3. BID DISPUTES

If a bid is being rejected because of discrepancies, Purchasing will contact the vendor and advise them of the situation. Each vendor that cannot be satisfied should then be scheduled for a meeting with City staff to further discuss the issues involved. There may also be incidents where a bidder other than the apparent low bidder will want to discuss their dissatisfaction with the proposed recommendation. If Purchasing is unable to satisfy the vendors concern, a meeting should be scheduled to further discuss the issues with City staff.

In the scenarios discussed above, all vendors are otherwise responsible and have responded correctly to the bid, i.e. signed proposals, submitted proper bonding.

This portion of the bid analysis must be completed before the item is presented for recommendation of award. Also vendors who take exception to the recommendation must participate in this bid dispute process prior to protesting before the City Council or Mayor.

### H. BID AWARD

Upon review of the Committee or Mayor Memorandum by the Director of Finance, a recommendation will be presented to the City Council or Mayor, depending upon proper purchasing procedure.

Formal bid awards are made by the City Council or the Mayor, depending upon proper purchasing procedure.

The requesting department will prepare a requisition in EDEN with Council action or Mayor Approval and Memorandum attached.

### I. BID FILES

After the responsible department has made their recommendation and has no further use of the bid documents, they shall be returned to the Purchasing Activity. Purchasing will maintain a complete control file on all formal bids for the City. This file will be maintained by bid opening date with the file divided by fiscal years.

The folder for each bid will contain a copy of the following:

|                    |                    |                                                       |
|--------------------|--------------------|-------------------------------------------------------|
| Vendors List       | Special Conditions | Bid Tabulation                                        |
| Bid Invitation     | Specifications     | Committee or Mayor Memorandum                         |
| General Conditions | Bids Received      | Council Action or Council Follow-Up or Mayor Approval |

**SECTION 12 - VENDOR RELATIONS****12.01 VENDOR APPLICATION AND QUALIFICATION****A. APPLICATION**

All vendors desiring to sell goods and services to the City shall first make application with the Purchasing Activity.

Vendors may make application by:

1. Completing the Vendor Application form and Department of Treasury form W-9, Request for Taxpayer Identification and Certification, and returning them directly to the Purchasing Activity.
2. Submitting a request in writing on the firm's letterhead to the Purchasing Activity requesting to be placed on the vendor list.

**B. QUALIFICATIONS**

Qualifications for vendors will be established and recorded by the Purchasing Activity. Vendor qualifications will be based on the following:

1. Vendor reputation and/or performance.
2. Type of commodity sold and/or services provided.
3. Experience.
4. Other factors related to vendor's ability to perform.

**C. VENDORS LIST**

1. The Vendor List is compiled from all approved applications and contains the following information:
  - a. Name and address of vendor.
  - b. Name and telephone number of contact person.
  - c. Class/Item number of commodities sold and/or services provided.
  - d. Taxpayer Identification Number
2. The Vendor list maintained by the Purchasing Activity shall be reviewed periodically.
3. The Vendor list is cross-referenced to the Commodity List for easy reference in the bidding process. (See Section 13.02)

**D. COMPLAINTS AGAINST VENDORS**

All complaints concerning vendor performance shall be directed to the Purchasing Manager. The Purchasing Manager will investigate any charges against a vendor and shall take whatever action is warranted to correct the problem. An example of a performance complaint is failure to deliver goods and/or services as outlined in a Request for Bids. Appropriate action might be cancellation of bid award, liquidated damages, or some other punitive damages.

Should a vendor continuously fail to perform as specified in Request for Bids, or shall a vendor fail to correct any noted deficiencies, the vendor is subject to removal from the City's Vendor List either on a temporary basis or on a permanent basis.

**12.02 VENDOR RELATIONS****A. INTRODUCTION**

The City of Pensacola strives to maintain strong enduring relationships with vendors of proven ability and desire to meet our needs. To accomplish this, our purchasing activities will be conducted so that vendors will value our business and make every effort to furnish our requirements on the basis of quality, service and price. The relationship between the purchaser and seller is one of mutuality. No contract that proves unsatisfactory to the vendor can be regarded as satisfactory to the buyer.

The City will buy only from suppliers who have adequate financial strength, high ethical standards, and a record of adhering to specifications, maintaining shipping promises and giving a full measure of service. New sources of supply will be given due consideration as multiple sources of supply are necessary to ensure availability to materials and promote competition.

It is essential to develop and maintain goodwill between the City of Pensacola and its suppliers. The reputation of the City can be promoted by:

1. Giving all salespersons a full, fair, prompt and courteous hearing.
2. Keeping competition open and fair.
3. Keeping specifications fair and clear.
4. Cooperating with the seller and considering their difficulties in providing the service or product.
5. Having consistent buying policies and principles.
6. Observing strict truthfulness in all transactions and in correspondence.
7. Respecting the confidence of the salespersons or their company as to confidential information.
8. Keeping free from obligation to any vendor.

**B. ETHICAL CONSIDERATIONS**

In any consideration of public responsibilities, there must be understanding and agreement with reference to the ethics of public purchasing. These concepts are well expressed by the Florida Association of Governmental Purchasing Officers, Inc., Code of Ethics, which obligates every procurement official to an unquestionable standard of ethics and conduct. (See Section 2.03)

Pursuant to Section 112.313 of the Florida Statutes, all City employees who participate in the purchasing program shall adhere to the following ethical standards:

A City official or City employee may not directly or indirectly procure contractual services for the City from a business entity of which a relative is an officer, partner, director, or proprietor, or in which he, his spouse, or child has a material interest.

No employee acting as a purchasing official, purchasing manager, or buyer may, directly or indirectly, purchase, rent, or lease any realty, goods or service from a business entity in which he, his spouse, or child (or any combination of them) owns a material interest.

Nor may a public officer or employee, acting in a private capacity, rent, lease, or sell any supply or service to the City.

C. INITIAL VENDOR CONTACT

New salespeople are to be directed to the Purchasing Activity upon their first visit to the City. The Purchasing Activity staff shall explain the purchasing procedures to each salesperson and include the name of his or her firm on the vendor list provided the firm meets the established vendor requirements.

D. DEPARTMENT CONTACT WITH VENDORS

In the day-to-day conduct of their duties, Departmental employees are often in contact with potential vendors and suppliers. While it is sometimes desirable for employees to be in a position to recommend certain products, no Department shall attempt to place orders with vendors except as described in this manual.



**SECTION 13 - SPECIFICATIONS AND COMMODITY LIST****13.01 SPECIFICATIONS**

A good specification describes the commodity or service required in terms clearly understandable to both the seller and the buyer.

**A. SPECIFICATION DEVELOPMENT**

In considering and developing specifications, it must always be remembered that expenditures of the City of Pensacola are derived from public sources and cannot be expected to provide for unwarranted levels of quality. Therefore, the general policy of purchasing good, standard grades of merchandise, which represent an optimum of quality and price and provide a satisfactory level of service, will be followed.

**B. PURPOSE OF SPECIFICATIONS**

Bids and quotations should be based on concise but adequate specifications. A lengthy specification composed or designed solely for the purpose of eliminating competition other than those able to supply a particular brand name should not be used. Specifications should be detailed only to the extent that they assist the purchaser in obtaining the best value, provide a basis for full and fair competitive bidding upon a common standard, and should be free from any restrictions which would have the effect of restricting competition.

**C. TYPES OF SPECIFICATIONS**

There are six basic types of specifications or methods used to describe what is to be purchased.

1. Performance - Specifications which describe the characteristics and capabilities that are pertinent to the intended use of the article. This type specification is less concerned as to how a product is made, and more concerned as to how well it performs, and at what cost.
2. Design - Specifications which employ dimensional and other physical requirements of the item being purchased. This type specification concentrates on how a product is to be fabricated or constructed and is used when a structure or product has to be specially made to meet the purchaser's unique need.
3. Approved Products List - Specifications based on manufacturers' names, brand names, and model or catalog numbers which have been tested or examined and approved, prior to seeking prices.
4. Questionnaire - Specifications wherein the purchaser prepares a product information sheet which accompanies the request for prices and which each bidder must complete and return as a part of his bid.
5. Sample - Specifications requiring the suppliers to furnish representative samples of products offered for the purchaser's comparison and evaluation in determining the successful bidder.
6. "Or Equal" - Specification wherein the exact product of one or more suppliers or typical workmanship is designated as the level of quality desired, and the purchaser reserves the right to approve any other as equal or acceptable.

**D. RECOMMENDED PRACTICES**

The following guidance is provided for the preparation of a specification:

- State exactly what is wanted clearly, definitely and completely.
- Provide the means or basis for testing deliveries for conformance with the specifications. Without this check, the specification loses much of its force as a purchasing tool.
- Avoid non-essential quality restrictions that add to cost and difficulty in procurement without adding to utility and value.
- Avoid definitions that unnecessarily restrict competition.
- Conform, so far as possible, to established commercial and industrial standards.

**13.02 COMMODITY LIST**

The Purchasing Activity shall establish and maintain a Commodity List. This list shall list all commodities purchased by the Purchasing Activity and will be updated on a continual basis.

The Commodity List provides a simplified means of coding items of goods and services and is used to list vendors under the commodities they wish to supply. The coding system consists of a 3-digit class and 2-digit item code.

The automated bidder selection system also utilizes the Commodity List to prepare a vendor source list for bid solicitations.

**SECTION 14 - GARAGE****14.01 CENTRAL GARAGE****A. REPAIR AND MAINTENANCE**

All road equipment and powered machinery and equipment should be assigned a garage unit number with final authority for assigning a unit number resting with the Transportation Supervisor. Road equipment and powered machinery and equipment includes, but is not exclusive of cars, trucks, dump trucks, sweepers, heavy machinery and equipment, lawn mowers and trailers.

All requests for repair and maintenance of City-owned vehicles and construction equipment (including painting and body repair work) must be processed through the City's Central Garage.

1. Vehicle - All requests for purchase of materials and repairs and maintenance of City-owned vehicles must be processed through the City's Central Garage in accordance with the Vehicle Policy adopted by City Council in September, 1979.
2. Construction Equipment - Includes all City-owned equipment such as bulldozers, tractors, forklift trucks, etc. Specialized repairs and service work (except on specialized fire apparatus) performed by outside vendors may be arranged through the department after notification to the City Garage. The City Garage will assign an outside repair order number to all such repairs. Copies of invoices must be submitted to the Garage upon completion of work. After clearing through the City Garage, all purchases for repair and maintenance should follow the procedures set forth in the purchasing policy.

**B. AUTOMOTIVE PARTS**

Due to the unique nature of their procurement, a Purchasing Policy Sanitation Services and Fleet Management (Central Garage) is hereby established. The intent of this policy is to enhance the efficient purchase of automotive parts. It is not to be considered as an exception to the City of Pensacola's Purchasing Policy. In accordance with Purchasing Policy, the purchase of automotive parts will be made with a purchase order number obtained from Purchasing.

**C. VENDOR SELECTION**

It shall be the responsibility of the person in charge of the Automotive Parts Room to assure that any vendor desiring to do business with the City of Pensacola has sufficient opportunity to fully demonstrate his ability to adequately meet the City's standards. In order to accomplish this, the Parts Room Supervisor shall make a special effort to solicit price quotations from any vendor requesting consideration for comparison to other vendors' quotations. All quotations shall be formally documented and filed systematically for future reference. After a purchase has been made, the results of the comparative quotations may be made available to any vendor for review. No vendor shall be excluded from routine price quotations until it is well documented that his product and/or service, based on price, deliverability, or quality is not acceptable. This practice assures that the City receives the lowest price available and it fosters competition between vendors.

**D. QUOTATION SYSTEM**

The Parts Room Supervisor must constantly be alert to the possibility that any vendor, once established, may gradually raise prices. Therefore, periodic price comparisons will

be conducted to assure that the lowest price is obtained for all purchases. Such periodic price quotations shall be conducted at least every six (6) months and shall be documented and filed for review. In addition to periodic price quotations by the Parts Room Supervisor, the Transportation Supervisor shall routinely select parts (other than those routinely selected by the Parts Room Supervisor) for price comparisons and monitor the results. It is the goal of this practice to assure that vendors give price quotes which recognize the existence of competition.

Unless a contract for purchase exists, no part is to be ordered without first knowing the confirmed price including delivery charges.

E. CONSIDERATION OF DELIVERABILITY

Preference should be given to obtaining the lowest price whenever the operational situation allows. It would be ideal to always have immediate delivery at the lowest quoted price on all parts purchased. However, it is recognized that for deliverability reasons an operational situation may dictate that a higher price for a part is warranted. (Simple inconveniences should never be construed as justification.) In cases of this nature, it is particularly important to document for future reference the reasons surrounding a decision to purchase at a higher price. It is the Transportation Supervisor's responsibility to make certain that proper documentation and procedures are being followed.

All purchases at other than lowest price must have the Transportation Supervisor's approval in a memo justifying the higher purchase price (consequences of delay, availability of equipment and dollar amount involved) which is attached to a signed permanent file copy of the requisition. Priority should be given to contracting for items on which sealed bids can be received as is the procedure for certain utility and fuel stores items. It shall be the policy to implement such contracts where practical. If carefully adhered to, this should significantly limit the time spent soliciting quotations.

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## **SECTION 15 - SURPLUS/OBSOLETE PROPERTY**

### **15.01 RESPONSIBILITY**

Surplus or obsolete property shall be all tangible or personal property regardless of purchase price declared by various City departments as excess property no longer feasible or necessary for the City to maintain. All property disposals shall be approved by the Director of Finance.

### **15.02 DISPOSAL OF SURPLUS LAND AND BUILDINGS**

The City has ample home rule authority to dispose of City property in whatever manner the Council deems in the best interest of the City (Council action dated 1/23/03 repealing Ordinance Sec. 2-3-1, Disposal of Surplus Lands and Buildings authorized).

The Mayor shall identify with confirmation of the City Council any surplus City owned real property for sale or lease in accordance with Council's "Policy for Disposition of City Owned Real Property".

The department organizing the disposal is responsible for communicating with the Financial Services Department and providing all documentation requested.

### **15.03 SURPLUS PROPERTY STORAGE FACILITIES**

#### **A. ON-SITE STORAGE**

The Director of Finance has the discretion to have surplus or scrap materials maintained in the departmental location until sale or disposal.

#### **B. CENTRAL GARAGE**

Vehicles and powered equipment assigned a Garage unit number are to be stored at the Garage upon determination of non-serviceability. The determination of the non-serviceability of these units is the responsibility of the Transportation Supervisor.

Serviceability of all other tangible personal property is made by the requesting department.

#### **C. CONFISCATED PROPERTY**

Confiscated property reported to the Financial Services Department by the Police Department as surplus to their requirements will be disposed of by public auction in accordance with State Statute (F.S. 705.105). Proceeds from public auctions will be deposited into The Law Enforcement Trust Fund and be used for special law enforcement purposes (F.S. 705.103 and F.S. 932).

### **15.04 PROCEDURE FOR TRANSFER, DISPOSAL OR TRADE-IN OF SURPLUS TANGIBLE PERSONAL PROPERTY**

#### **A. Upon determination by any department or office of the City that any tangible personal property is surplus, obsolete, unrepairable, unnecessary, unsuitable, or otherwise no longer useful to such department or office:**

1. Inquire of all other City departments to determine if such property can be of use to their operations.
  - a. If of use to another department, transfer the item to the department and
  - b. Upon transfer, complete a fixed asset or continuing property transfer form (see 15.03G).

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2. If no such use can be found, notify the Director of Finance in writing of the desired method of disposition (i.e. trade-in, auction, trash, etc.). Include the item description, asset number, acquire date, original purchase price, and reason for request.
  3. The Director of Finance will either provide approval to continue with disposal/trade-in or will advise as to subsequent steps to follow prior to disposal/trade-in. Once approval is granted, disposition of such property may occur by approved means.
  4. Upon disposition/trade-in of such property, complete a fixed asset or continuing property disposal form (see 15.05D).
- B. Any property determined to be hazardous to public health or safety is to be destroyed.
  - C. Tangible personal property may be exchanged or traded-in for new or used equipment with approval of the Chief Financial Officer. Consideration should be given to the vendor with the best available net price (Net price is equal to purchase price of the new property less trade in allowance). A Fixed Asset/Continuing Property Disposal Form should be completed upon exchange or trade-in. \*When a copier is replaced, it is preferred as City policy that the copier be traded in.
  - D. Disposal of assets with a Garage assigned unit number must be authorized by the Transportation Supervisor. Refer to Section 14 for types of units with a Garage assigned unit number.

**15.05 OTHER INFORMATION REGARDING DISPOSAL OF SURPLUS TANGIBLE PERSONAL PROPERTY**

- A. AUTHORITY: Pensacola Code, Chapter 2-3, City Property
- B. COMPETITIVE PUBLIC SALE

The Director of Finance may sell tangible personal property by sealed bid or public auction. If the item had an original purchase price of \$10,000 or a lesser amount, the Director of Finance may dispose of such property by appropriate methods other than by auction.

1. Sealed Bid - Property shall be sold by receipt of sealed competitive bids, after advertisement and acceptance of highest bidder. A Fixed Asset/Continuing Property Disposal Form should be completed upon disposal.
2. Public Auction - Property may be sold to the highest bidder by a public auction. Property shall be awarded to the highest bidder by the City's auctioneer. The Financial Services Department may negotiate for and obtain the services of a professional auctioneer. All auctions are to be held only after proper legal notice.

- C. CANNIBALIZATION OF PROPERTY

The Director of Finance will be responsible for making the determination on whether the City would benefit by keeping property for parts. After this determination is made, the property will be declared as surplus and returned to the department for its use. The department will then be responsible for the control and proper use of this



property. The Fixed Asset/Continuing Property Disposal Form should be completed upon cannibalization of property.

Cannibalization of property occurring at the Garage is at the discretion of the Transportation Supervisor. Units cannibalized by the Garage must be auctioned within a reasonable timeframe or reported to the Financial Services Department.

D. REQUIRED FORMS

The Fixed Asset Transfer or Disposal Form (Exhibit 6) should be completed upon transfer or disposal of property with an original purchase price of \$5,000 or greater. The form should be completed by the department transferring or disposing of the property and forwarded to the Financial Services Department for removal from the City's ledger and inventory records.

The Continuing Property Transfer or Disposal Form (Exhibit 7) should be completed upon transfer or disposal of property with an original purchase price of \$1,000 - \$4,999.99. The form should be completed by the department transferring or disposing of the property and forwarded to the Financial Services Department for removal from the inventory records.

No form is required to be turned in to the Financial Services Department upon transfer or disposal of property with an original purchase price of less than \$1,000.

No form is required for public auctions organized by City Fleet Management.

**SECTION 16 - PURCHASING TECHNIQUES****16.01 DEFINITION OF QUALITY**

Quality means suitability. It doesn't necessarily have to be the best or highest quality, but the right quality for the purpose intended.

**16.02 STEPS TO PRODUCE THE RIGHT QUALITY**

1. Determine the exact quality needed by analysis, physical tests, measurements, and performance when necessary.
2. Remember that quality is not measured by price.
3. Remember that anything below the "right quality" is not good enough; and that anything above the "right quality" is too good, and additional costs outweigh value for the purpose intended.
4. To ensure proper quality, specifications must be written so that supplier understands exactly what is wanted and that proper means of inspection, measurement, or tests are applied.
5. Under certain conditions, the desired quality may be secured by brand name.
6. Proper quality may be secured, under certain conditions, by matching samples.
7. Purchasing proper quality may be accomplished by use of market grades and commercial standards.

It is the responsibility of the Requesting department in cooperation with the Purchasing Activity to develop specifications that will procure the right quality material.

**16.03 BUYING THE RIGHT QUANTITY**

The quantity of material purchased is determined by scheduled requirements or a continuing operation. It is also affected by a change in requirements, change in markets, storage facilities available, cost of storage, handling, loss and depreciation.

**16.04 FACTORS IN DETERMINING QUANTITY**

1. The time required for delivery from the time the order is issued until the goods are received.
2. Minimum economical manufacturing quantity. This will vary with different products. Transportation charges must be taken into account when considering quantity.
3. The storage facilities available and the cost of carrying the inventory will tend to set a maximum of quantity purchased.
4. Condition and trend of the market. During a market rise, the buying of larger quantities is indicated. During a falling market, smaller unit purchases are indicated.

**16.05 METHODS OF QUANTITY BUYING**

1. Definite quantity contracts with predetermined deliveries scheduled.

2. Requirements contracts, in which the quantity is not definitely fixed, but estimated within stated maximum and minimum limits, with deliveries to be ordered as required.
3. Open market purchases of stock items. This is a repetitive procedure and is applied to purchases in which there is no particular advantage to be gained through contract procedure.

**16.06 DEPARTMENT'S ROLE IN QUANTITY BUYING**

1. The requesting department shall supply the Purchasing Activity with an estimate of the quantity for the specific job or period.
2. The requesting department shall inform the Central Garage of any anticipated abnormal withdrawal and any changes which are likely to render a store item obsolete.

**16.07 BUYING AT THE RIGHT PRICE**

Low ultimate cost is the objective and responsibility of the Purchasing Activity.

**16.08 FACTORS AFFECTING THE ULTIMATE COST**

1. A low price paid to a distant supplier might be outweighed by transportation and packing charges.
2. A low price paid for a large quantity may be outweighed by storage and handling costs.
3. A low invoice price by reason of securing inferior materials may result in higher ultimate cost due to inferior workability or difficulties in application.
4. Attention to price comes after quality has been fully considered and decided upon.

In determining price, it is the responsibility of the Purchasing Activity to analyze the following factors:

1. Price should bear a reasonable relation to cost.
2. Should keep abreast of market conditions created by supply and demand.
3. In competitive bidding other factors as well as price must be taken into consideration.

**16.09 FACTORS AFFECTING NET COST**

In determining the net delivered cost, consideration must be given to the following:

|                |                               |
|----------------|-------------------------------|
| • Price quoted | • Service offered by supplier |
| • F.O.B. Point | • Delivery Date               |
| • Discounts    |                               |

The Purchasing Activity which buys on price alone is not performing the services required for an over-all economical purchasing program.

**SECTION 17 – SMALL BUSINESS ENTERPRISE PROGRAM****17.01 AUTHORITY****Sec. 3-3-4. Small Business Enterprise program**

(1) *Small Business Enterprise (SBE) policy.* The policy of the City of Pensacola, Florida, is to create economic opportunities for certified local area small business enterprises (hereinafter referred to as "SBE") by establishing a program providing for the encouragement of such enterprises to compete for contracts and subcontracts for goods, services, and construction purchased by and for the City of Pensacola, Florida. This policy is to be implemented in conjunction with section 3-3-1 of the Code of the City of Pensacola, Florida, and with the purchasing policy and procedures manual, without sacrificing cost-effectiveness based on the lowest and best responsible bidder criteria. It is further the policy of the City of Pensacola, Florida, to ensure that all segments of the community, including minority-owned and women-owned business establishments, have an effective opportunity to participate in the city's purchasing program. In furtherance of this goal, the city's policy is to require necessary information from prospective contractors and suppliers of goods and services regarding their minority-owned or women-owned status and that of any subcontractors involved in bids on city business.

(2) *Mayor authority.* The Mayor of the City of Pensacola, Florida, is hereby authorized to establish a program for the purchasing and contracting activities of the City of Pensacola, Florida, directed toward providing economic opportunities to local area certified small business enterprises where practical and feasible. The program which is authorized by this section shall include the following elements:

(a) *Definitions:*

1. *Tier One Small Business* means an independently owned and operated business concern which employs fifteen (15) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars (\$1,000,000.00). As applicable to sole-proprietorships, the one million dollars (\$1,000,000.00) net worth shall include both personal and business investments. Goods and services provided by Tier One Small Businesses may be purchased under the Mayor's spending authority up to \$100,000.
2. *Tier Two Small Business* means an independently owned and operated business concern which employs fifty (50) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars (\$1,000,000.00). As applicable to sole-proprietorships, the one million dollars (\$1,000,000.00) net worth shall include both personal and business investments.
3. *Certified small business enterprise* means a business that has been certified by the City of Pensacola, the Florida Department of General Services, or another governmental agency to be a certified small business enterprise.
4. *Small business joint venture* is a joint business association of small businesses and non-small business firms. The small business firms shall receive a share of contract dollars proportionate to the percentage participation it represents in the joint venture.

5. *Purchasing policy* are those rules and procedures adopted by the city which govern, without exception, all purchases made by and for the City of Pensacola.
  6. *Local area* means that geographic area included within Escambia and Santa Rosa counties.
  7. *Participation goal* is the percentage goal as determined by the contract coordinator for a specific project based on review of specifications and available certified SBE firms.
- (b) Reserved.
- (c) The program to be developed and implemented by the Mayor shall have applicability to all purchasing and contracting, including, but not limited to, formal bidding, competitive bidding, and direct purchases by the city.
- (d) In the development and implementation of this program, the City manager shall direct the contract coordinator to review all feasible sources of small business enterprise participation in city contracting and purchasing programs and to develop a pool of available concerns to be utilized. The contract coordinator shall also be authorized to evaluate each contracting and purchasing opportunity and to establish a participation goal utilizing available small business enterprises to be required of all potential bidders, contractors, or suppliers. In evaluating competitive bids, the contract coordinator shall make a determination and so recommend to council regarding whether or not a bidder has either met the established participation goal or has demonstrated good faith efforts towards meeting such goal. In the event that a bidder is determined by City Council, upon the recommendation of the contract coordinator and Mayor to not have met an established participation goal and not have evidenced sufficient good faith efforts towards meeting such goal, the Mayor of the City of Pensacola, Florida, may determine that such bid was non-responsive.
- (e) The Mayor or his designee shall require prospective bidders or contractors to supply such information as the Mayor may require pertaining to the minority-owned or women-owned status of the bidder or contractor, or of any subcontractor involved in the project. This information will be collected and monitored by the Mayor for purposes of determining the extent of participation by such firms in the city's contracting program.
- (3) Quarterly reports. The Mayor shall provide the City Council with quarterly reports describing the operation and effectiveness of the small business enterprise program. The reports submitted by the Mayor shall include information regarding the rates of participation by minority-owned and women-owned enterprises in the city's contracting program.

(Ord. No. 14-88, § 1, 4-28-88; Ord. No. 4-89, §§ 1, 2, 1-26-89; Ord. No. 61-89, §§ 1, 2, 12-7-89; Ord. No. 28-99, § 1, 7-22-99; Ord. No. 29-02, § 1, 9-26-02; Ord. No. 13-09, § 1, 04-23-09; Ord. No. 09-10)

**Commented [KB2]:** This should work. The draft I sent them that they approved was : "City of Pensacola certifies that any and all procurements utilizing federal dollars will abide by all federal statutes, regulations, and executive orders regarding procurement and contracting policies; including those of 2 CFR 200."

**Commented [KB3R2]:** Florida Commerce requested that we more define CFR 200 to read 2 CFR 200.317-326

**Sec. 3-3-5. Advertisements.**

All advertisements for bids relative to contracts for public work or improvement, prescribed in section 3-3-2, and all other advertisements for bids relative to contracts for the purchase of materials and supplies, which are required by law to be published, shall be published once a week for two (2) weeks in a newspaper published in the city which meets the requirements of F.S. § 50.031.  
(Ord. No. 17-98, § 5, 5-28-98)

**SECTION 18 – FEDERAL PROCUREMENT REGULATIONS**

When federal funds are used for any project, the City will abide by all relevant federal, state and local procurement laws and regulations. City of Pensacola certifies that any and all procurements utilizing federal dollars will. bide by all federal statutes, regulations, and executive orders regarding procurement and contracting policies; including those of 2 CFR 200 .317-326

**EXHIBIT 1**



PROPOSED  
ORDINANCE NO. 07-10

ORDINANCE NO. 12-10

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 3-3-6 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING A PERIOD OF TIME PROHIBITING CONTACT WITH COUNCIL MEMBERS BY BIDDERS; PROVIDING PENALTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 3-3-6 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 3-3-6. Prohibited conduct by bidders.**

(a) Prohibited conduct.

Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication pertaining to formal solicitations with a member of the Pensacola City Council or any member of a selection/evaluation committee for RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the city council or member of a selection/evaluation committee has completed all action with respect to the solicitation. Any member of council or committee receiving a communication prohibited by this section shall be obligated to disclose such communication to the entire city council prior to council taking any action with respect to the solicitation.

(b) Sanctions.

The city council may impose any one or more of the following sanctions upon a bidder or proposer for a violation of the policy set forth in this section:

**EXHIBIT 1**

- (i) Rejection or disqualification of the submittal;
- (ii) Termination of any contract with the City of Pensacola; or
- (iii) Suspension or debarment from future participation in contracting opportunities with the City of Pensacola for a period of time to be determined by council, not to exceed five (5) years in length.

With respect to the sanctions of termination of contracts, or suspension or debarment, council shall provide an opportunity for a hearing before council prior to the imposition of such sanction, and the decision of council following such hearing shall be final subject only to judicial review within thirty (30) days by petition for writ of certiorari.

(c) The city manager shall designate the appropriate contracting official who shall be charged with the responsibility of including information pertaining to this policy to all prospective bidders or proposers.

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 immediately upon its passage by the City Council.

Passed: May 13, 2010

Approved: s/Michael C. Wiggins  
Mayor

Attest:

s/Ericka L. Burnett  
City Clerk

Legal in form and valid if  
enacted:

s/William D. Wells  
City Attorney

| SPENDING LEVELS BY OBJECT CODE                               |                                               |              |                  |                    |                     |                   |
|--------------------------------------------------------------|-----------------------------------------------|--------------|------------------|--------------------|---------------------|-------------------|
| Object Code                                                  | Title                                         | \$0 to \$500 | \$501 to \$1,500 | \$1,501 to \$2,500 | \$2,501 to \$10,000 | \$10,001-\$25,000 |
| 9125                                                         | Extra Personnel Service                       | RP           | RP               | RP                 | RP*                 | RP*               |
| 9330                                                         | Recreation Supplies (Parks & Recreation only) | RP           | RP               | PO*                | PO*                 | PO*               |
| 9331                                                         | Office Supplies                               | RP           | PO*              | PO*                | PO*                 | PO*               |
| 9331                                                         | Office Supplies (Library Only)                | RP           | RP               | PO*                | PO*                 | PO*               |
| 9332                                                         | Operating Supplies                            | RP           | PO*              | PO*                | PO*                 | PO*               |
| 9333                                                         | Repairs and Maintenance                       | RP           | RP               | RP                 | PO*                 | PO*               |
| 9334                                                         | Small Tools & Minor Equipment                 | RP           | PO*              | PO*                | PO*                 | PO*               |
| 9335                                                         | Professional Services                         | RP           | RP               | RP                 | PO*                 | PO*               |
| 9336                                                         | Communications                                | RP           | RP               | RP                 | PO*                 | PO*               |
| 9337                                                         | Transportation                                | RP           | RP               | RP                 | PO*                 | PO*               |
| 9338                                                         | Advertising                                   | RP           | RP               | RP                 | PO*                 | PO*               |
| 9339                                                         | Postage                                       | RP           | RP               | RP                 | PO*                 | PO*               |
| 9340                                                         | Printing & Binding                            | RP           | PO*              | PO*                | PO*                 | PO*               |
| 9341                                                         | Rentals                                       | RP           | RP               | RP                 | PO*                 | PO*               |
| 9342                                                         | Training                                      | RP           | RP               | RP                 | PO*                 | PO*               |
| 9343                                                         | Dues, Subscriptions & Memberships             | RP           | RP               | RP                 | PO*                 | PO*               |
| 9344                                                         | Auto Allowance                                | N/A          | N/A              | N/A                | N/A                 | N/A               |
| 9345                                                         | Maintenance & Repair of Vehicles              | RP           | RP               | RP                 | PO*                 | PO*               |
| 9346                                                         | Liability Insurance                           | RP           | RP               | RP                 | PO*                 | PO*               |
| 9347                                                         | Utilities                                     | RP           | RP               | RP                 | PO*                 | PO*               |
| 9348                                                         | Fuels & Lubricants (if not inventory item)    | RP           | RP               | PO*                | PO*                 | PO*               |
| 9349                                                         | Clothing Supplies                             | RP           | RP               | RP                 | PO*                 | PO*               |
| 9350                                                         | Inventories of Stores for Resale              | RP           | RP               | RP                 | PO*                 | PO*               |
| 9351                                                         | Medical and First Aid Supplies                | RP           | RP               | RP                 | PO*                 | PO*               |
| 9352                                                         | Meter Parts & Supplies                        | RP           | RP               | PO*                | PO*                 | PO*               |
| 9353                                                         | Pipe Fittings                                 | RP           | RP               | PO*                | PO*                 | PO*               |
| 9354                                                         | Chemical Supplies                             | RP           | RP               | PO*                | PO*                 | PO*               |
| 9355                                                         | Agricultural Supplies                         | RP           | RP               | PO*                | PO*                 | PO*               |
| 9357                                                         | Other Contractual Services                    | RP           | RP               | RP                 | PO*                 | PO*               |
| 9358                                                         | Rebates                                       | RP           | RP               | RP                 | N/A                 | N/A               |
| 9360                                                         | Miscellaneous                                 | RP           | RP               | PO*                | PO*                 | PO*               |
| 9361                                                         | Unclassified                                  | RP           | RP               | PO*                | PO*                 | PO*               |
| 9364                                                         | Service Awards                                | RP           | RP               | RP                 | PO*                 | PO*               |
| 9365                                                         | Land Fill Fees                                | RP           | RP               | RP                 | PO*                 | PO*               |
| 9370                                                         | Non-Capitalized Assets                        | N/A          | RP**             | PO**               | PO**                | PO**              |
| 9661                                                         | Land                                          | N/A          | N/A              | N/A                | PO***               | PO                |
| 9662                                                         | Buildings                                     | N/A          | N/A              | N/A                | PO***               | PO                |
| 9663                                                         | Improvements Other Than Buildings             | N/A          | N/A              | N/A                | PO***               | PO                |
| 9664                                                         | Infrastructure                                | N/A          | N/A              | N/A                | PO***               | PO                |
| 9665                                                         | Machinery & Equipment                         | N/A          | N/A              | N/A                | PO***               | PO                |
| 9666                                                         | Office Equipment                              | N/A          | N/A              | N/A                | PO***               | PO                |
| 9667                                                         | Road Equipment                                | N/A          | N/A              | N/A                | PO***               | PO                |
| 9668                                                         | Books (Library & City Attorney Only)          | RP           | RP               | RP                 | PO♦                 | PO                |
| 9669                                                         | Construction-in-Progress                      | N/A          | N/A              | N/A                | PO***               | PO                |
| * RP may be used with prior approval of Director of Finance. |                                               |              |                  |                    |                     |                   |
| ** PO must be used if item over \$1,000.                     |                                               |              |                  |                    |                     |                   |
| *** Must be over \$5,000.                                    |                                               |              |                  |                    |                     |                   |
| ♦ RP may be used if items are less than \$5,000.             |                                               |              |                  |                    |                     |                   |

## EXHIBIT 2

**CITY OF PENSACOLA PURCHASING DEPARTMENT  
REQUEST FOR QUOTATION  
REPLY PROMPTLY VIA FAX: (850) 435-1700**

**INSTRUCTIONS** - List your best selling price in the unit price column for the item(s) you are quoting on. Indicate below if item(s) quoted is on a State of Florida contract, Florida SNAPS agreement, GSA contract, or other government contract. Please read the terms and conditions listed. Complete and sign the lower portion of this form. **Quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed.**

DEPARTMENT: \_\_\_\_\_  
SHIP TO: \_\_\_\_\_  
\_\_\_\_\_

|                                                                                                      |      |                                     |              |          |
|------------------------------------------------------------------------------------------------------|------|-------------------------------------|--------------|----------|
| The City of Pensacola<br>Purchasing<br>222 West Main Street<br>Pensacola, FL 32502<br>(850) 435-1835 |      | THIS IS NOT AN ORDER                |              |          |
|                                                                                                      |      | Reply By:                           |              |          |
|                                                                                                      |      | Date of Request:                    |              |          |
| SECTION BELOW MUST BE FILLED IN COMPLETELY                                                           |      |                                     |              |          |
| Vendor Name:                                                                                         |      | Area Code/Phone #:                  |              |          |
| Vendor Mailing Address:                                                                              |      | Toll Free #:                        | Fax #:       |          |
| City, State, ZIP                                                                                     |      | FEI # (Federal Employer ID)         |              |          |
| Email:                                                                                               |      |                                     |              |          |
| Qty                                                                                                  | Unit | Item Description                    | Unit \$      | Total \$ |
|                                                                                                      |      |                                     |              |          |
| Terms:                                                                                               |      | Net 30 – unless otherwise indicated | Grand Total: |          |
| Name of Buyer:                                                                                       |      |                                     | Signature:   |          |

We agree to furnish the above according to your plans, specifications, and standard conditions for bids as indicated at prices specified hereon.

SUBMITTED BY: \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
Print Name

DISCOUNT: \_\_\_\_\_% DELIVERY SCHEDULE: \_\_\_\_\_ DATE \_\_\_\_\_

**EXHIBIT 3**

INFORMATION, INSTRUCTIONS AND CONDITIONS

1. Bid prices shall be stated in units requested. Prices shall remain firm for a period of 30 days.
2. Quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) ordered nor any risk of loss shall be passed to the City of Pensacola until after receipt of delivery has been acknowledged by an authorized representative of the City of Pensacola.
3. Any manufacturer's names, trade names, brand names, model numbers, etc., listed in this quotation are for information only and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item, supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams and/or complete specifications must accompany the bid with vendor's name listed on each separate sheet. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal items.
4. Unit price, extension and gross total must be shown.
5. The City of Pensacola is exempt from State Sales Tax and Federal Excise Tax, including transportation and sales and use taxes. Do not include these in your quotation, unless otherwise noted on face of the form.
6. Request For Quotation must be signed and returned by the time and date shown on the face.
7. The City of Pensacola reserves the right to reject any and all quotes, to waive any informalities and unless otherwise specified by the vendor, to accept any items quoted. In case of error in the extension of prices, the unit price will govern.
8. In the case of default of the contractor, the City of Pensacola may procure the articles or services from other sources.

**EXHIBIT 3**

|                                                              |             |               |             |               |             |               |             |
|--------------------------------------------------------------|-------------|---------------|-------------|---------------|-------------|---------------|-------------|
| <b>QUOTATION SUMMARY</b><br>_____ Telephone    _____ Written |             | Vendor        |             | Vendor        |             | Vendor        |             |
|                                                              |             |               |             |               |             |               |             |
|                                                              |             | Delivery Date |             | Delivery Date |             | Delivery Date |             |
| Opening Date:                                                |             | Quoted By     |             | Quoted By     |             | Quoted By     |             |
| Closing Date:                                                |             |               |             |               |             |               |             |
| Department:                                                  |             | FOB           |             | FOB           |             | FOB           |             |
| Buyer:                                                       |             | Phone         |             | Phone         |             | Phone         |             |
| Qty                                                          | Description | Unit Price    | Total Price | Unit Price    | Total Price | Unit Price    | Total Price |
|                                                              |             |               |             |               |             |               |             |
|                                                              |             |               |             |               |             |               |             |
|                                                              |             |               |             |               |             |               |             |
|                                                              |             |               |             |               |             |               |             |
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|                                                              |             |               |             |               |             |               |             |
|                                                              |             |               |             |               |             |               |             |
|                                                              |             |               |             |               |             |               |             |
|                                                              |             |               |             |               |             |               |             |
|                                                              |             |               |             |               |             |               |             |
|                                                              |             |               |             |               |             |               |             |
| TOTAL                                                        |             |               |             |               |             |               |             |
| SMALL BUSINESS ENTERPRISE (Yes/No)                           |             |               |             |               |             |               |             |
| Comments:                                                    |             |               |             |               |             |               |             |

**EXHIBIT 4**



**SOLE SOURCE CERTIFICATION**

VENDOR NAME: \_\_\_\_\_

COMMODITY: \_\_\_\_\_

Initial all entries below that apply to the proposed purchase. Attach additional data or support documentation if necessary. (More than one entry will apply to most sole source products or services).

**SOLE SOURCE CERTIFICATION:**

1.     \_\_\_\_\_     Parts/Equipment can only be obtained from original manufacturer - not available through distributors. (Items 3, 4, 5 or 6 must also be completed)
2.     \_\_\_\_\_     Only authorized area distributor of the original manufacturer. (Items 3, 4, 5 or 6 must also be completed)
3.     \_\_\_\_\_     Proprietary item/service. (Explain Below)
4.     \_\_\_\_\_     Parts/Equipment not interchangeable with similar parts of another manufacturer. (Explain Below)
5.     \_\_\_\_\_     This is the only known item/source that will meet the specialized needs of this department or perform the intended function. (Explain Below)
6.     \_\_\_\_\_     Parts/Equipment are required from this vendor to provide standardization. (Explain Below)
7.     \_\_\_\_\_     None of the above apply. Explanation for sole source request is detailed below.

**COMMENTS/EXPLANATION: (USE REVERSE SIDE IF NECESSARY)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchased as a sole source commodity.

SIGNED: \_\_\_\_\_ DEPARTMENT  
                    Department Director DIVISION: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
                    Purchasing Manager

**EXHIBIT 5**

**FIXED ASSET  
TRANSFER OR DISPOSAL FORM**  
*For assets with an original cost of \$5,000 or greater*

(To Be Completed By Accountable Officer and Department Director  
AFTER Transfer/Disposal has occurred)

**I hereby request relief from accountability for fixed asset described below:**

Asset No. \_\_\_\_\_ Description \_\_\_\_\_  
Acquire Date \_\_\_\_\_ VIN # /Serial # (if avail.) \_\_\_\_\_  
Original Cost \_\_\_\_\_ Book Value \_\_\_\_\_ Department \_\_\_\_\_

The Asset was **TRANSFERRED**:

Date of Transfer: \_\_\_\_\_ Department transferred to: \_\_\_\_\_

Reason for Transfer: \_\_\_\_\_

**OR**

The Asset was **DISPOSED** of:

Date of Disposition: \_\_\_\_\_ How Was the Asset Disposed of? \_\_\_\_\_

Reason for Disposition: \_\_\_\_\_

By signing this form, I verify that the asset described above was transferred or disposed of *in accordance with Section 15 of the City of Pensacola Purchasing Manual.*

\_\_\_\_\_  
Accountable Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

**\*\*Please attach Director of Finance (or City Council) written approval  
of disposal to this form.\*\***

Forward to the Financial Services Department

**CONTINUING PROPERTY  
TRANSFER OR DISPOSAL FORM**

*For assets with an original cost of \$1,000 to \$4,999.99*

(To Be Completed By Accountable Officer and Department Director  
AFTER Transfer/Disposal has occurred)

**TRANSFERS**

| Asset # | Acquire Date | Description | Receiving Department | Original Cost |
|---------|--------------|-------------|----------------------|---------------|
|         |              |             |                      |               |
|         |              |             |                      |               |
|         |              |             |                      |               |
|         |              |             |                      |               |
|         |              |             |                      |               |
|         |              |             |                      |               |
|         |              |             |                      |               |
|         |              |             |                      |               |

**DISPOSALS**

| Asset # | Acquire Date | Disposal Date | Description | Method of Disposition | Original Cost |
|---------|--------------|---------------|-------------|-----------------------|---------------|
|         |              |               |             |                       |               |
|         |              |               |             |                       |               |
|         |              |               |             |                       |               |
|         |              |               |             |                       |               |
|         |              |               |             |                       |               |
|         |              |               |             |                       |               |
|         |              |               |             |                       |               |
|         |              |               |             |                       |               |

**Other Changes** (please attach additional sheets as needed)

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By signing this form, I verify that the asset described above was transferred or disposed of *in accordance with Section 15 of the City of Pensacola Purchasing Manual.*

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

**\*\*Please attach Director of Finance (or City Council) written approval of disposal to this form.\*\***



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 24-1005

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

RESOLUTION NO. 2024-85-AMENDING CITY COUNCIL FINANCIAL PLANNING AND ADMINISTRATION POLICY

**RECOMMENDATION:**

That the City Council adopt Resolution No. 2024-85.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA;  
AMENDING CITY COUNCIL FINANCIAL PLANNING AND ADMINISTRATION POLICY

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola charges a franchise to every utility operator that uses the City's right-of-way. These utilities typically place this charge on all of their customers' monthly bills, collect it; then remit it to the City of Pensacola. Along these lines, the City charges a franchise fee of 6% to Pensacola Energy, a separate enterprise but owned by the City. The Court has ruled in Frank v. the City of Pensacola that the City can no longer charge this franchise fee to Pensacola Energy. This equates to a loss of revenue estimated at \$975,000 in the FY25 budget, but has been as high as \$1,117,512 in recent years.

**PRIOR ACTION:**

September 4 and 11, 2024 - The City Council approves the annual budget in September of every year that includes the percentage of gross revenues that can be transferred from Pensacola Energy to the General Fund.

**FUNDING:**

(975,000)  
975,000

Decrease in Anticipated Franchise Fees  
Increase in Transfer to the General Fund

**FINANCIAL IMPACT:**

The Court has ruled in the Frank v. the City of Pensacola that the City can no longer charge this franchise fee to Pensacola Energy. This means the franchise fee that appears at the bottom of natural gas bills will be eliminated for those customers within the City limit. The charge will continue to be charged to customers in the unincorporated areas of the County which is then remitted to Escambia County. This Council action will allow the transfer from Pensacola Energy to the General Fund to increase to a maximum of 20%. The actual amount of the transfer in FY2025 will increase by \$975,000 to no more than 17%.

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

10/17/2024

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
Amy Miller, Assistant City Administrator  
Amy Lovoy, Finance Director  
Darryl Singleton, Pensacola Energy Director

**ATTACHMENTS:**

1. FY25 Est Rev 15% CPI Total Rev Inc
2. Resolution No. 2024-85

**PRESENTATION: No**

Pensacola Energy  
Estimated Revenues For Fiscal 2025  
Prepared March 15, 2024  
No CPI

| Distribution Charge Estimated Revenues |                     |                    |                          |                         |             |                 |
|----------------------------------------|---------------------|--------------------|--------------------------|-------------------------|-------------|-----------------|
| MONTH                                  | Residential In City | Commercial In City | Residential Outside City | Commercial Outside City | Municipal   | Total Current   |
| OCTOBER                                | 93,415.55           | 162,798.08         | 290,950.40               | 252,070.08              | 5,902.28    | 805,136.40      |
| NOVEMBER                               | 141,979.24          | 191,717.46         | 415,956.41               | 305,529.00              | 6,646.26    | 1,061,828.38    |
| DECEMBER                               | 273,948.44          | 241,974.02         | 746,025.64               | 378,446.67              | 9,274.25    | 1,649,669.01    |
| JANUARY                                | 389,002.68          | 272,163.45         | 1,000,048.26             | 435,451.60              | 10,918.32   | 2,107,584.31    |
| FEBRUARY                               | 436,857.90          | 296,800.87         | 1,125,972.49             | 466,160.74              | 11,783.80   | 2,337,575.80    |
| MARCH                                  | 250,737.21          | 234,926.22         | 705,600.21               | 357,521.22              | 8,425.39    | 1,557,210.26    |
| APRIL                                  | 165,718.92          | 210,923.74         | 488,917.64               | 323,112.46              | 7,432.88    | 1,196,105.65    |
| MAY                                    | 104,467.92          | 177,923.46         | 352,079.57               | 268,712.79              | 6,210.65    | 909,394.39      |
| JUNE                                   | 89,186.33           | 172,621.39         | 302,546.06               | 266,400.87              | 5,419.51    | 836,174.17      |
| JULY                                   | 80,847.08           | 162,691.75         | 269,062.79               | 239,941.55              | 5,019.61    | 757,562.78      |
| AUGUST                                 | 82,351.12           | 164,995.62         | 262,884.82               | 241,649.08              | 4,650.53    | 756,531.18      |
| SEPTEMBER                              | 81,282.71           | 162,964.93         | 277,750.38               | 256,198.47              | 5,023.11    | 783,219.60      |
| TOTAL                                  | \$2,189,795.11      | \$2,452,500.99     | \$6,237,794.70           | \$3,791,194.53          | \$86,706.60 | \$14,757,991.92 |

| Customer Charge Estimated Revenues |                     |                    |                          |                         |              |                 |
|------------------------------------|---------------------|--------------------|--------------------------|-------------------------|--------------|-----------------|
| MONTH                              | In City Residential | In City Commercial | Outside City Residential | Outside City Commercial | Municipal    |                 |
| OCTOBER                            | 117,029.58          | 15,684.88          | 334,713.94               | 25,945.02               | 1,579.22     | 494,952.64      |
| NOVEMBER                           | 117,335.74          | 15,663.78          | 337,504.19               | 26,168.69               | 1,565.91     | 498,238.30      |
| DECEMBER                           | 118,526.55          | 15,853.64          | 339,591.33               | 26,352.41               | 1,588.09     | 501,912.02      |
| JANUARY                            | 118,779.02          | 15,895.84          | 345,630.94               | 26,815.72               | 1,583.65     | 508,705.17      |
| FEBRUARY                           | 119,011.62          | 15,867.71          | 340,673.71               | 26,544.12               | 1,592.52     | 503,689.69      |
| MARCH                              | 119,574.22          | 15,980.22          | 345,837.21               | 26,831.69               | 1,614.70     | 509,838.05      |
| APRIL                              | 119,009.63          | 15,822.00          | 339,717.75               | 26,424.30               | 1,570.34     | 502,544.03      |
| MAY                                | 119,065.30          | 15,814.97          | 342,066.61               | 26,364.39               | 1,623.58     | 504,934.85      |
| JUNE                               | 119,369.46          | 15,727.07          | 341,052.99               | 26,380.37               | 1,676.81     | 504,206.69      |
| JULY                               | 118,727.34          | 15,762.23          | 339,648.99               | 26,196.65               | 1,583.65     | 501,918.86      |
| AUGUST                             | 118,651.79          | 15,730.58          | 339,110.02               | 26,220.61               | 1,588.09     | 501,301.09      |
| SEPTEMBER                          | 118,878.42          | 15,765.74          | 341,174.98               | 26,284.51               | 1,588.09     | 503,691.75      |
| TOTAL                              | \$1,423,958.68      | \$189,568.66       | \$4,086,722.67           | \$316,528.49            | \$19,154.65  | \$6,035,933.14  |
| TOTAL                              | \$3,613,753.78      | \$2,642,069.64     | \$10,324,517.36          | \$4,107,723.02          | \$105,861.25 | \$20,793,925.06 |

Pensacola Energy  
Estimated Revenues For Fiscal 2025  
Prepared March 15, 2024  
15% CPI

| Distribution Charge Estimated Revenues |                     |                    |                          |                         |             |                 |
|----------------------------------------|---------------------|--------------------|--------------------------|-------------------------|-------------|-----------------|
| MONTH                                  | Residential In City | Commercial In City | Residential Outside City | Commercial Outside City | Municipal   | Total Current   |
| OCTOBER                                | 106,710.53          | 185,111.00         | 335,039.08               | 287,954.00              | 6,763.78    | 921,578.40      |
| NOVEMBER                               | 162,185.85          | 217,994.04         | 478,987.66               | 349,023.17              | 7,616.36    | 1,215,807.07    |
| DECEMBER                               | 312,937.00          | 275,138.70         | 859,073.38               | 432,321.17              | 10,627.92   | 1,890,098.17    |
| JANUARY                                | 444,365.86          | 309,465.86         | 1,151,588.88             | 497,441.14              | 12,511.96   | 2,415,373.71    |
| FEBRUARY                               | 499,031.88          | 337,480.06         | 1,296,594.83             | 532,521.94              | 13,503.76   | 2,679,132.47    |
| MARCH                                  | 286,422.34          | 267,124.94         | 812,522.15               | 408,416.84              | 9,655.16    | 1,784,141.44    |
| APRIL                                  | 189,304.18          | 239,832.71         | 563,004.95               | 369,109.75              | 8,517.79    | 1,369,769.38    |
| MAY                                    | 119,335.88          | 202,309.44         | 405,431.36               | 306,965.91              | 7,117.16    | 1,041,159.75    |
| JUNE                                   | 101,879.40          | 196,280.69         | 348,391.87               | 304,324.88              | 6,210.55    | 957,087.38      |
| JULY                                   | 92,353.30           | 184,990.09         | 309,834.77               | 274,098.89              | 5,752.27    | 867,029.32      |
| AUGUST                                 | 94,071.40           | 187,609.73         | 302,720.63               | 276,049.50              | 5,329.33    | 865,780.58      |
| SEPTEMBER                              | 92,850.93           | 185,300.71         | 319,838.81               | 292,670.10              | 5,756.28    | 896,416.84      |
| TOTAL                                  | \$2,501,448.54      | \$2,788,637.98     | \$7,183,028.37           | \$4,330,897.30          | \$99,362.32 | \$16,903,374.52 |

| Customer Charge Estimated Revenues |                     |                    |                          |                         |              |                 |
|------------------------------------|---------------------|--------------------|--------------------------|-------------------------|--------------|-----------------|
| MONTH                              | In City Residential | In City Commercial | Outside City Residential | Outside City Commercial | Municipal    |                 |
| OCTOBER                            | 134,584.02          | 18,037.61          | 384,921.04               | 29,836.78               | 1,816.10     | 569,195.54      |
| NOVEMBER                           | 134,936.10          | 18,013.35          | 388,129.82               | 30,093.99               | 1,800.79     | 572,974.05      |
| DECEMBER                           | 136,305.53          | 18,231.69          | 390,530.02               | 30,305.27               | 1,826.30     | 577,198.82      |
| JANUARY                            | 136,595.88          | 18,280.21          | 397,475.58               | 30,838.07               | 1,821.20     | 585,010.94      |
| FEBRUARY                           | 136,863.36          | 18,247.86          | 391,774.77               | 30,525.74               | 1,831.40     | 579,243.14      |
| MARCH                              | 137,510.36          | 18,377.25          | 397,712.80               | 30,856.45               | 1,856.91     | 586,313.76      |
| APRIL                              | 136,861.08          | 18,195.30          | 390,675.41               | 30,387.95               | 1,805.90     | 577,925.64      |
| MAY                                | 136,925.09          | 18,187.21          | 393,376.61               | 30,319.05               | 1,867.11     | 580,675.08      |
| JUNE                               | 137,274.88          | 18,086.13          | 392,210.94               | 30,337.43               | 1,928.33     | 579,837.70      |
| JULY                               | 136,536.44          | 18,126.56          | 390,596.34               | 30,126.14               | 1,821.20     | 577,206.68      |
| AUGUST                             | 136,449.56          | 18,090.17          | 389,976.52               | 30,153.70               | 1,826.30     | 576,496.26      |
| SEPTEMBER                          | 136,710.19          | 18,130.61          | 392,351.22               | 30,227.19               | 1,826.30     | 579,245.51      |
| TOTAL                              | \$1,637,552.48      | \$218,003.95       | \$4,699,731.07           | \$364,007.77            | \$22,027.85  | \$6,941,323.11  |
| TOTAL                              | \$4,139,001.02      | \$3,006,641.93     | \$11,882,759.44          | \$4,694,905.07          | \$121,390.17 | \$23,844,697.63 |

Total Increase \$3,050,772.57



RESOLUTION  
NO: 2024-85

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA,  
FLORIDA; AMENDING CITY COUNCIL FINANCIAL PLANNING AND  
ADMINISTRATION POLICY

WHEREAS The City of Pensacola adopts a budget annually that includes the desired transfer of funds from Pensacola Energy revenues to the City's General Fund; and

WHEREAS the City wishes to increase this transfer beginning in Fiscal Year 2025 from 15% of Pensacola Energy's budgeted gross revenues to a maximum of 20% of Pensacola Energy's budgeted gross revenues;

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

Section 1. The City Council hereby authorizes the increase in the transfer of funds from Pensacola Energy to the General Fund of the City of Pensacola from 15% of Pensacola Energy's budgeted gross revenues up to and not to exceed an amount equal to 20% of Pensacola Energy's budgeted gross revenues.

Section 2. The City Council hereby authorizes the Mayor to take all actions necessary and to execute all documents relating to the implementation of the forgoing.

Section 3. This Resolution shall become effective following the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the 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

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**File #:** 24-1148

Agenda Conference

12/9/2024

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-95 - CONTRACTS PAYABLE

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2024-95.

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:**

City Council adopted Supplemental Budget Resolution No. 2024-88 at the November 14, 2024 City Council Meeting, which carried forward encumbered purchase order balances. Historically, the Encumbrance Carryover Budget Resolutions have been net of contracts payable, representing work completed on outstanding purchase orders by September 30th expensed back to the prior fiscal year. Encumbrances carried forward to the new fiscal year are typically reduced by the amount expensed to contracts payable in the previous fiscal year. However, due to the timing of the November 2024 City Council meeting, the contracts payables were not available, and the full amount of the encumbered purchase order balances were carried forward on Supplemental Budget Resolution No. 2024-88.

Supplemental Budget Resolution No. 2024-95 will reduce the amounts carried forward by the amount expensed to contracts payable in the previous fiscal year.

A separate Supplemental Resolution will be brought before City Council to cover the unencumbered carryovers.

**PRIOR ACTION:**

September 11, 2024 - City Council formally adopted a beginning FY 2025 Budget on Budget

Resolution No. 2024-75.

November 14, 2024 - City Council adopted Supplemental Budget Resolution No. 2024-88, covering purchase orders payable.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

All appropriations of City funds in the contracts payable budget resolution are offset by either a reduction of fund balance or a reduction in estimated revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2025.

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

11/20/2024

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

1. Supplemental Budget Resolution No. 2024-95
2. Supplemental Budget Explanation No. 2024-95

**PRESENTATION: No**

**RESOLUTION  
NO. 2024-95**

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:

| <b>A. GENERAL FUND</b>                 |                         |           |
|----------------------------------------|-------------------------|-----------|
| Fund Balance                           |                         | (174,225) |
| As Reads:                              | Purchase Orders Payable | 2,445,009 |
| Amended                                |                         |           |
| To Read:                               | Purchase Orders Payable | 2,270,784 |
| <b>B. SPECIAL GRANTS FUND</b>          |                         |           |
| As Reads:                              | Federal Grants          | 720,360   |
| Amended                                |                         |           |
| To Read:                               | Federal Grants          | 656,349   |
| As Reads:                              | State Grants            | 99,322    |
| Amended                                |                         |           |
| To Read:                               | State Grants            | 90,022    |
| As Reads:                              | Misc Revenue            | 292,129   |
| Amended                                |                         |           |
| To Read:                               | Misc Revenue            | 93,031    |
| As Reads:                              | Purchase Orders Payable | 1,111,811 |
| Amended                                |                         |           |
| To Read:                               | Purchase Orders Payable | 839,402   |
| <b>C. COMMUNITY REDEVELOPMENT FUND</b> |                         |           |
| Fund Balance                           |                         | (200,183) |
| As Reads:                              | Purchase Orders Payable | 578,123   |
| Amended                                |                         |           |
| To Read:                               | Purchase Orders Payable | 377,940   |
| <b>D. PARKING MANAGEMENT FUND</b>      |                         |           |
| Fund Balance                           |                         | (86,131)  |
| As Reads:                              | Purchase Orders Payable | 326,396   |
| Amended                                |                         |           |
| To Read:                               | Purchase Orders Payable | 240,265   |
| <b>E. MUNUCIPAL GOLF FUND</b>          |                         |           |
| Fund Balance                           |                         | (20,782)  |
| As Reads:                              | Purchase Orders Payable | 37,859    |
| Amended                                |                         |           |
| To Read:                               | Purchase Orders Payable | 14,630    |

|                                                              |                         |           |
|--------------------------------------------------------------|-------------------------|-----------|
| <b>F. EASTSIDE TIF FUND</b>                                  |                         |           |
| Fund Balance                                                 |                         | (20,782)  |
| As Reads:                                                    | Purchase Orders Payable | 88,411    |
| Amended                                                      |                         |           |
| To Read:                                                     | Purchase Orders Payable | 67,629    |
| Amended                                                      |                         |           |
| <b>G. WESTSIDE TIF FUND</b>                                  |                         |           |
| Fund Balance                                                 |                         | (21,333)  |
| As Reads:                                                    | Purchase Orders Payable | 156,550   |
| Amended                                                      |                         |           |
| To Read:                                                     | Purchase Orders Payable | 135,217   |
|                                                              |                         |           |
| <b>H. RECREATION FUND</b>                                    |                         |           |
| Fund Balance                                                 |                         | (3,718)   |
| As Reads:                                                    | Purchase Orders Payable | 6,150     |
| Amended                                                      |                         |           |
| To Read:                                                     | Purchase Orders Payable | 2,432     |
| <b>I. COMMUNITY MARITIME PARK MANAGERMENTS SERVICES FUND</b> |                         |           |
| Fund Balance                                                 |                         | (27,207)  |
| As Reads:                                                    | Purchase Orders Payable | 76,197    |
| Amended                                                      |                         |           |
| To Read:                                                     | Purchase Orders Payable | 48,990    |
| <b>J. AMERICAN RESCUE PLAN ACT FUND</b>                      |                         |           |
| As Reads:                                                    | Federal Grants          | 935,499   |
| Amended                                                      |                         |           |
| To Read:                                                     | Federal Grants          | 912,310   |
| As Reads:                                                    | Purchase Orders Payable | 935,499   |
| Amended                                                      |                         |           |
| To Read:                                                     | Purchase Orders Payable | 912,310   |
| <b>K. LOCAL OPTION SALES TAX FUND</b>                        |                         |           |
| Fund Balance                                                 |                         | (158,009) |
| As Reads:                                                    | Purchase Orders Payable | 2,034,358 |
| Amended                                                      |                         |           |
| To Read:                                                     | Purchase Orders Payable | 1,876,349 |
| <b>L. CRA SERIES 2017 PROJECT FUND</b>                       |                         |           |
| Fund Balance                                                 |                         | (291,873) |
| As Reads:                                                    | Purchase Orders Payable | 533,429   |
| Amended                                                      |                         |           |
| To Read:                                                     | Purchase Orders Payable | 241,556   |
| <b>M. CRA SERIES 2019 PROJECT FUND</b>                       |                         |           |
| Fund Balance                                                 |                         | (486,131) |
| As Reads:                                                    | Purchase Orders Payable | 548,798   |
| Amended                                                      |                         |           |
| To Read:                                                     | Purchase Orders Payable | 62,667    |



**N. STORMWATER CAPITAL PROJECTS FUND**

|              |                         |           |
|--------------|-------------------------|-----------|
| Fund Balance |                         | (113,917) |
| As Reads:    | Purchase Orders Payable | 1,002,078 |
| Amended      |                         |           |
| To Read:     | Purchase Orders Payable | 888,161   |

**O. GAS UTILITY FUND**

|              |                         |           |
|--------------|-------------------------|-----------|
| Fund Balance |                         | (181,024) |
| As Reads:    | Purchase Orders Payable | 1,851,044 |
| Amended      |                         |           |
| To Read:     | Purchase Orders Payable | 1,670,020 |

**P. SANITATION FUND**

|              |                         |          |
|--------------|-------------------------|----------|
| Fund Balance |                         | (41,979) |
| As Reads:    | Purchase Orders Payable | 525,736  |
| Amended      |                         |          |
| To Read:     | Purchase Orders Payable | 483,757  |

**Q. PORT FUND**

|              |                         |           |
|--------------|-------------------------|-----------|
| Fund Balance |                         | (148,713) |
| As Reads:    | Federal Grants          | 4,477,244 |
| Amended      |                         |           |
| To Read:     | Federal Grants          | 4,421,382 |
| As Reads:    | State Grants            | 280,028   |
| Amended      |                         |           |
| To Read:     | State Grants            | 4,955     |
| As Reads:    | Non - Operating Sources | 1,801,070 |
| Amended      |                         |           |
| To Read:     | Non - Operating Sources | 1,162,939 |
| As Reads:    | Purchase Orders Payable | 6,862,489 |
| Amended      |                         |           |
| To Read:     | Purchase Orders Payable | 5,744,710 |

**R. AIRPORT FUND**

|              |                                         |            |
|--------------|-----------------------------------------|------------|
| Fund Balance |                                         | 5,918,154  |
| As Reads:    | Private Grants                          | 42,155,966 |
| Amended      |                                         |            |
| To Read:     | Private Grants                          | 42,148,407 |
| As Reads:    | Transfer in From Local Option Sales Tax | 2,848,963  |
| Amended      |                                         |            |
| To Read:     | Transfer in From Local Option Sales Tax | 2,846,443  |
| As Reads:    | Federal Grants                          | 4,493,875  |
| Amended      |                                         |            |
| To Read:     | Federal Grants                          | 4,492,255  |
| As Reads:    | State Grants                            | 31,391,403 |
| Amended      |                                         |            |
| To Read:     | State Grants                            | 30,235,235 |
| As Reads:    | Purchase Orders Payable                 | 86,808,361 |
| Amended      |                                         |            |
| To Read:     | Purchase Orders Payable                 | 83,250,312 |

**S. INSURANCE RETENTION FUND**

|           |                                        |        |
|-----------|----------------------------------------|--------|
| As Reads: | Charges for Services - Risk Management | 23,000 |
| Amended   |                                        |        |
| To Read:  | Charges for Services - Risk Management | 0      |
| As Reads: | Purchase Orders Payable                | 23,000 |
| Amended   |                                        |        |
| To Read:  | Purchase Orders Payable                | 0      |

**T. CENTRAL SERVICES FUND**

|           |                                             |           |
|-----------|---------------------------------------------|-----------|
| As Reads: | Charges for Services - Garage               | 8,125     |
| Amended   |                                             |           |
| To Read:  | Charges for Services - Garage               | 3,825     |
| As Reads: | Charges for Services - Technology Resources | 1,111,882 |
| Amended   |                                             |           |
| To Read:  | Charges for Services - Technology Resources | 1,090,338 |
| As Reads: | Charges for Services - Engineering          | 63,599    |
| Amended   |                                             |           |
| To Read:  | Charges for Services - Engineering          | 58,529    |
| As Reads: | Purchase Orders Payable                     | 63,599    |
| Amended   |                                             |           |
| To Read:  | Purchase Orders Payable                     | 32,685    |

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**  
**DECEMBER 2024 CONTRACTS PAYABLE**  
**SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2024-95**

| FUND                                      | AMOUNT           | DESCRIPTION                                               |
|-------------------------------------------|------------------|-----------------------------------------------------------|
| <b>A. GENERAL FUND</b>                    |                  |                                                           |
| Fund Balance                              | <u>(174,225)</u> | Decrease appropriated fund balance.                       |
| Total Estimated Revenues and Fund Balance | <u>(174,225)</u> |                                                           |
| Appropriations                            |                  |                                                           |
| Purchase Orders Payable                   | <u>(174,225)</u> | Decrease Encumbrance Carryover - Contracts Payable        |
| <b>B. SPECIAL GRANTS FUND</b>             |                  |                                                           |
| Estimated Revenues                        |                  |                                                           |
| Federal Grants                            | (64,011)         | Decrease estimated revenues for Federal Grants            |
| State Grants                              | (9,300)          | Decrease estimated revenues for State Grants              |
| Misc. Revenue                             | <u>(199,098)</u> | Decrease estimated revenues for Contributions & donations |
| Total Estimated Revenues                  | <u>(272,409)</u> |                                                           |
| Appropriations                            |                  |                                                           |
| Purchase Orders Payable                   | <u>(272,409)</u> | Decrease Encumbrance Carryover - Contracts Payable        |
| <b>C. COMMUNITY REDEVELOPMENT FUND</b>    |                  |                                                           |
| Fund Balance                              | <u>(200,183)</u> | Decrease appropriated fund balance.                       |
| Appropriations                            |                  |                                                           |
| Purchase Orders Payable                   | <u>(200,183)</u> | Decrease Encumbrance Carryover - Contracts Payable        |
| <b>D. PARKING MANAGEMENT FUND</b>         |                  |                                                           |
| Fund Balance                              | <u>(86,131)</u>  | Decrease appropriated fund balance.                       |
| Appropriations                            |                  |                                                           |
| Purchase Orders Payable                   | <u>(86,131)</u>  | Decrease Encumbrance Carryover - Contracts Payable        |
| <b>E. MUNICIPAL GOLF FUND</b>             |                  |                                                           |
| Fund Balance                              | <u>(23,229)</u>  | Decrease appropriated fund balance.                       |
| Appropriations                            |                  |                                                           |
| Purchase Orders Payable                   | <u>(23,229)</u>  | Decrease Encumbrance Carryover - Contracts Payable        |

**THE CITY OF PENSACOLA**  
**DECEMBER 2024 CONTRACTS PAYABLE**  
**SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2024-95**

| FUND                                            | AMOUNT          | DESCRIPTION                                        |
|-------------------------------------------------|-----------------|----------------------------------------------------|
| <b>F. EASTSIDE TIF FUND</b>                     |                 |                                                    |
| Estimated Revenues                              |                 |                                                    |
| Fund Balance                                    | <u>(20,782)</u> | Decrease appropriated fund balance.                |
| Appropriations                                  |                 |                                                    |
| Purchase Orders Payable                         | <u>(20,782)</u> | Decrease Encumbrance Carryover - Contracts Payable |
| <b>G. WESTSIDE TIF FUND</b>                     |                 |                                                    |
| Fund Balance                                    | <u>(21,333)</u> | Decrease appropriated fund balance.                |
| Appropriations                                  |                 |                                                    |
| Purchase Orders Payable                         | <u>(21,333)</u> | Decrease Encumbrance Carryover - Contracts Payable |
| <b>H. RECREATION FUND</b>                       |                 |                                                    |
| Fund Balance                                    | <u>(3,718)</u>  | Decrease appropriated fund balance.                |
| Appropriations                                  |                 |                                                    |
| Purchase Orders Payable                         | <u>(3,718)</u>  | Decrease Encumbrance Carryover - Contracts Payable |
| <b>I. COMMUNITY MARITIME PARK MGT SVCS FUND</b> |                 |                                                    |
| Fund Balance                                    | <u>(27,207)</u> | Decrease appropriated fund balance.                |
| Appropriations                                  |                 |                                                    |
| Purchase Orders Payable                         | <u>(27,207)</u> | Decrease Encumbrance Carryover - Contracts Payable |
| <b>J. AMERICAN RESCUE PLAN ACT FUND</b>         |                 |                                                    |
| Estimated Revenues                              |                 |                                                    |
| Federal Grants                                  | <u>(23,189)</u> | Decrease estimated revenues for Federal Grants     |
| Total Estimated Revenues                        | <u>(23,189)</u> |                                                    |
| Appropriations                                  |                 |                                                    |
| Purchase Orders Payable                         | <u>(23,189)</u> | Decrease Encumbrance Carryover - Contracts Payable |

**THE CITY OF PENSACOLA**  
**DECEMBER 2024 CONTRACTS PAYABLE**  
**SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2024-95**

| <u>FUND</u>                                | <u>AMOUNT</u>    | <u>DESCRIPTION</u>                                 |
|--------------------------------------------|------------------|----------------------------------------------------|
| <b>K. LOCAL OPTION SALES TAX FUND</b>      |                  |                                                    |
| Fund Balance                               | <u>(158,009)</u> | Decrease appropriated fund balance.                |
| Appropriations                             |                  |                                                    |
| Purchase Orders Payable                    | <u>(158,009)</u> | Decrease Encumbrance Carryover - Contracts Payable |
| <b>L. CRA SERIES 2017 PROJECT FUND</b>     |                  |                                                    |
| Fund Balance                               | <u>(291,873)</u> | Decrease appropriated fund balance.                |
| Appropriations                             |                  |                                                    |
| Purchase Orders Payable                    | <u>(291,873)</u> | Decrease Encumbrance Carryover - Contracts Payable |
| <b>M. CRA SERIES 2019 PROJECT FUND</b>     |                  |                                                    |
| Fund Balance                               | <u>(486,131)</u> | Decrease appropriated fund balance.                |
| Appropriations                             |                  |                                                    |
| Purchase Orders Payable                    | <u>(486,131)</u> | Decrease Encumbrance Carryover - Contracts Payable |
| <b>N. STORMWATER CAPITAL PROJECTS FUND</b> |                  |                                                    |
| Fund Balance                               | <u>(113,917)</u> | Decrease appropriated fund balance.                |
| Appropriations                             |                  |                                                    |
| Purchase Orders Payable                    | <u>(113,917)</u> | Decrease Encumbrance Carryover - Contracts Payable |
| <b>O. GAS UTILITY FUND</b>                 |                  |                                                    |
| Fund Balance                               | <u>(181,024)</u> | Decrease appropriated fund balance.                |
| Appropriations                             |                  |                                                    |
| Purchase Orders Payable                    | <u>(181,024)</u> | Decrease Encumbrance Carryover - Contracts Payable |
| <b>P. SANITATION FUND</b>                  |                  |                                                    |
| Fund Balance                               | <u>(41,979)</u>  | Decrease appropriated fund balance.                |
| Appropriations                             |                  |                                                    |
| Purchase Orders Payable                    | <u>(41,979)</u>  | Decrease Encumbrance Carryover - Contracts Payable |



**THE CITY OF PENSACOLA**  
**DECEMBER 2024 CONTRACTS PAYABLE**  
**SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2024-95**

| FUND                                         | AMOUNT                    | DESCRIPTION                                                                |
|----------------------------------------------|---------------------------|----------------------------------------------------------------------------|
| <b>Q. PORT FUND</b>                          |                           |                                                                            |
| Estimated Revenues                           |                           |                                                                            |
| Federal Grant                                | (55,862)                  | Decrease estimated revenues for Federal Grants                             |
| State Grants                                 | (275,073)                 | Decrease estimated revenues for State Grants                               |
| Non- Operating Sources                       | (638,131)                 | Decrease estimated revenues for Non Operating Sources                      |
| Total Estimated Revenues                     | <u>(969,066)</u>          |                                                                            |
| Fund Balance                                 | <u>(148,713)</u>          | Decrease appropriated fund balance.                                        |
| Total Estimated Revenues and Fund Balance    | <u><u>(1,117,779)</u></u> |                                                                            |
| Appropriations                               |                           |                                                                            |
| Purchase Orders Payable                      | <u><u>(1,117,779)</u></u> | Decrease Encumbrance Carryover - Contracts Payable                         |
| <b>R. AIRPORT FUND</b>                       |                           |                                                                            |
| Estimated Revenues                           |                           |                                                                            |
| Federal Grants                               | (1,620)                   | Decrease estimated revenues for Federal Grants                             |
| State Grants                                 | (1,156,168)               | Decrease estimated revenues for State Grants                               |
| Private Grants                               | (7,559)                   | Decrease Funding From Private Grants                                       |
| Transfer In From Local Option Sales Tax Fund | (2,520)                   | Decrease Funding From Private Grants                                       |
| Total Estimated Revenues                     | <u>(1,167,867)</u>        |                                                                            |
| Fund Balance                                 | <u>(2,390,182)</u>        | Decrease Transfer in From Local Option Sales Tax                           |
| Total Estimated Revenues and Fund Balance    | <u><u>(3,558,049)</u></u> |                                                                            |
| Appropriations                               |                           |                                                                            |
| Purchase Orders Payable                      | <u><u>(3,558,049)</u></u> | Decrease Encumbrance Carryover - Contracts Payable                         |
| <b>S. INSURANCE RETENTION FUND</b>           |                           |                                                                            |
| Estimated Revenues                           |                           |                                                                            |
| Charges for Services - Risk Management       | <u>(23,000)</u>           | Decrease estimated revenues for Charges for Service - Risk Management      |
| Total Estimated Revenues                     | <u><u>(23,000)</u></u>    |                                                                            |
| Appropriations                               |                           |                                                                            |
| Purchase Orders Payable                      | <u><u>(23,000)</u></u>    | Decrease Encumbrance Carryover - Contracts Payable                         |
| <b>T CENTRAL SERVICES FUND</b>               |                           |                                                                            |
| Estimated Revenues                           |                           |                                                                            |
| Charges for Services - Garage                | (4,300)                   | Decrease estimated revenues for Charges For Services - Garage              |
| Charges for Services - Technology Resources  | (21,544)                  | Decrease estimated revenues for Charges For Services - Technology Resource |
| Charges for Services -Engineering            | <u>(5,070)</u>            | Decrease estimated revenues for Charges For Services - Engineering         |
| Total Estimated Revenues                     | <u><u>(30,914)</u></u>    |                                                                            |
| Appropriations                               |                           |                                                                            |
| Purchase Orders Payable                      | <u><u>(30,914)</u></u>    | Decrease Encumbrance Carryover - Contracts Payable                         |



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 24-1191

Agenda Conference

12/9/2024

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-99 - ENTERPRISE ASSET MANAGER (EAM)/OPENGOV

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2024-99.

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 is purchasing an EAM system for use by the Public Works, Parks & Recreation, 311/Parking, Facilities and Feet Management and possibly others. This supplemental budget resolution increases the Information Technology budget to appropriate funds for this purchase.

**PRIOR ACTION:**

N/A

**FUNDING:**

|         |                  |                                  |
|---------|------------------|----------------------------------|
| Budget: | <u>\$331,655</u> | Innovation and Technology Budget |
| Actual: | \$321,255        | Year 1 Costs                     |
|         | \$10,400         | Reimbursable Travel and Expenses |
|         | <u>\$331,655</u> | TOTAL                            |

**FINANCIAL IMPACT:**

This supplemental budget resolution appropriates funding for the purchase of an EAM. This portion of the EAM manages a wide array of City assets and also acts as a work order system.

At the end of the year this cost of this purchase and implementation will be \$331,655. At the end of the fiscal year the cost of this system will be allocated to all departments similar to all other Innovation and Technology expenses based on the City's cost allocation plan.

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

Tim Kinsella, City Administrator

Amy Lovoy, Finance Director

**ATTACHMENTS:**

1. Supplemental Budget Resolution No. 2024-99
2. Supplemental Budget Explanation No. 2024-99

**PRESENTATION: No**

**RESOLUTION  
NO. 2024-99**

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. CENTRAL SERVICES FUND**

|           |                                             |           |
|-----------|---------------------------------------------|-----------|
| As Reads: | Charges for Services - Technology Resources | 4,563,500 |
| Amended   |                                             |           |
| To Read:  | Charges for Services - Technology Resources | 4,895,155 |
| As Reads: | Operating Expenses                          | 3,121,400 |
| Amended   |                                             |           |
| To Read:  | Operating Expenses                          | 3,453,055 |

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

DECEMBER 2024 - SUPPLEMENTAL BUDGET RESOLUTION - APPROPRIATE FUNDING FOR ENTERPRISE ASSET MANAGER (EAM)/OPENGOV - NO. 2024-99

| FUND                                        | AMOUNT         | DESCRIPTION                                                                  |
|---------------------------------------------|----------------|------------------------------------------------------------------------------|
| <b>CENTRAL SERVICES FUND</b>                |                |                                                                              |
| Estimated Revenues                          |                |                                                                              |
| Charges For Services - Technology Resources | 331,655        | Appropriate estimated Revenue - Enterprise Asset Manager System              |
| Total Revenues                              | <u>331,655</u> |                                                                              |
| Appropriations                              |                |                                                                              |
| Operating Expenses                          | 331,655        | Appropriate Funding for Operating Expenses - Enterprise Asset Manager System |
| Total Appropriations                        | <u>331,655</u> |                                                                              |



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 24-1188

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

AWARD OF CONTRACT FOR THE PROCUREMENT OF THE OPEN GOV INC.  
ENTERPRISE ASSET MANAGEMENT (EAM) AND SERVICE REQUEST MANAGEMENT  
(SRM/CRM) SYSTEMS TO VERTOSOFT LLC, THE LICENSED DISTRIBUTOR

**RECOMMENDATION:**

That City Council award a contract for the procurement of the Open Gov Inc. Enterprise Asset Management (EAM) and Service Request Management Systems (CRM/SRM) to Vertosoft LLC, the licensed distributor, on the NCPA - OMNIA national cooperative contract 01-165 and Vertosoft Quote #Q-09066 for a total of \$331,654.60. 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 contracting documents and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola currently uses Lucity, an Enterprise Asset Management (EAM) system owned by CentralSquare Technologies. The system is used for work orders and management of city-owned assets by the Public Works Department. The software is set to renew in February 2025 at a cost of \$39,838.33. The Parks and Recreation Department and the Facilities Division of the Fleet and Facilities Department do not currently utilize the EAM system. The City also uses a Service Request Management (SRM/CRM) system owned by Accela, Inc. to manage constituent service requests through the City's 311 interface. The system was implemented in 2012 and the software is set to be renewed in October 2025 at a cost of \$16,924.

Public Works, Facilities & Fleet, Parks & Recreation, and Constituent & Parking Services Departments have participated in multiple demonstrations throughout 2024 to replace the City's current EAM and SRM/CRM systems and decided the best option is to migrate and upgrade to Open Gov Inc.'s latest EAM and SRM/CRM systems called Cartegraph and Comcate, respectively. The systems will be cloud-hosted, include unlimited user licenses, an asset builder, a scenario builder, a mobile application, and will be completely integrated to



include the following modules:

- Transportation
- Walkability
- Signals
- Stormwater
- Comcate (311)
- Parks & Rec
- Facilities

All departments conducting field operations require GIS-centric work order and asset management systems. Cartegraph and Comcate provide the best overall combination of form and functionality. The integrated work order and service request components will save time and money through improved business processes and workflows to increase service efficiency and data-driven decision-making. The asset management component will empower departments to maximize data quality, accessibility and interoperability across the full asset lifecycle to gain optimal performance and return on investment from City assets.

The Cartegraph EAM and Comcate SRM/CRM software suites will provide significant automation to processes involving capital planning & program management, operations & maintenance, project management, budgeting & reporting, and public access & engagement. Cartegraph and Comcate's integrated user interface, personalized customer support, mobile-device application, and unlimited user licenses will result in effective adoption by city staff ranging from field workers to administrators and will integrate city field operations and asset management seamlessly between and within departments.

#### **PRIOR ACTION:**

None

#### **FUNDING:**

|              | <u>Year 1</u>       | <u>Year 2</u>       | <u>Year 3</u>       | <u>Total</u>        |                               |
|--------------|---------------------|---------------------|---------------------|---------------------|-------------------------------|
| Budget       | \$331,655.00        | \$220,789.00        | \$231,829.00        | \$784,273.00        | Innovation & Technology Funds |
| Actual       | \$321,254.60        | \$220,788.79        | \$231,828.21        | \$773,872.60        | Annual Cost                   |
|              | \$10,400.00         |                     |                     | \$10,400.00         | Travel and Reimbursables      |
| <b>TOTAL</b> | <b>\$331,654.60</b> | <b>\$220,788.79</b> | <b>\$231,829.21</b> | <b>\$784,272.60</b> |                               |

#### **FINANCIAL IMPACT:**

\$331,654.60 is budgeted in the FY25 for this first-year implementation. The on-going annual cost for this system is \$220,788.79 in the second year, and is \$231,828.21 in the third year. At the end of the fiscal year the cost of this system will be allocated to all departments similar to

all other Innovation and Technology expenses based on the City's cost allocation plan.

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

12/6/2024

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
Amy Miller, Deputy City Administrator  
Ben Heistein, Parks and Recreation Director  
Amy Tootle, Public Works Director  
Russell Sweat, Fleet and Facilities Director  
Lissa Dees, Constituent and Parking Services Director

**ATTACHMENTS:**

1. Statement of Work
2. OpenGov Quote
3. OpenGov Proposal
4. OpenGov Signed Affidavit Regarding the Use of Coercion for Labor and Services

**PRESENTATION:** No



# Statement of Work

City of Pensacola, FL

Creation Date: 10/17/2024  
SoW Expiration Date: 12/31/2024  
Document Number: PS-06551.4  
Created by: Dean Simpson

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| Enterprise Asset Management Phase 1                                              | 10 |
| Initiate                                                                         | 10 |
| Validate                                                                         | 10 |
| Configure                                                                        | 11 |
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| Initiate                                                                         | 21 |
| Validate                                                                         | 21 |
| Configure                                                                        | 22 |
| Train                                                                            | 23 |
| Launch                                                                           | 27 |

# OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Pensacola, FL ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

## 1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in ["Exhibit 1"](#)). OpenGov's estimated charges and schedule are based on performance of the activities listed in the ["OpenGov Responsibilities"](#) section below. Deviations that arise during the project will be managed through the procedure described in [Section 14](#).

## 2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

## 3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.1.1. OpenGov will provide four (4) onsite trips for project-related activity which OpenGov determines would be best performed at the Customer's facility. Customer's facility must contain a conference room to accommodate the number of attendees, non-public wifi connection, and AV equipment for projecting OpenGov software on a screen visible to all participants.

3.1.2. The Customer is responsible for paying travel expenses as incurred on a quarterly basis. It is estimated that the travel expenses will not exceed \$10,400. Written approval is required for any expenses above the estimate.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

## 4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in [Section 14](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.

4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

## 5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

## 6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

6.5.1. Weekly status reports

6.5.2. Project Plan

6.5.3. Project Charter, defining project plan and Go-live date

6.5.4. Risk, Action, Issues and Decisions Register (RAID)



6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

## 7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

### 7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

### 7.3. Escalation Process

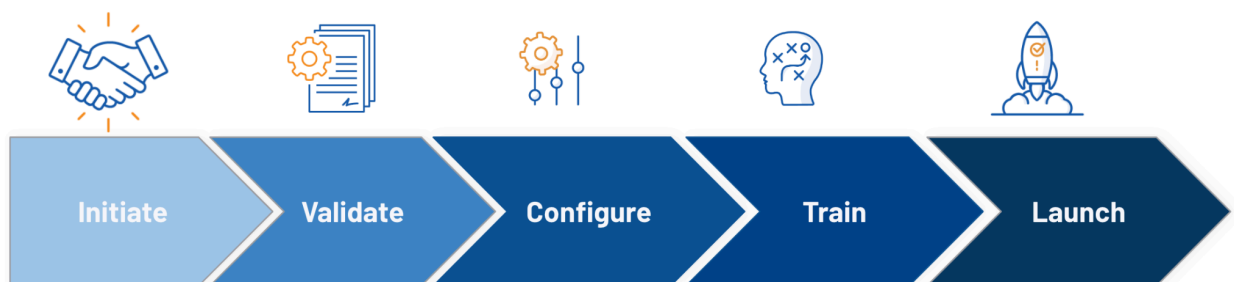
7.3.1. Identification of an issue impeding deployment progress or, outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

## 8. OpenGov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

#### 8.1. Initiate

- 8.1.1. OpenGov will provide customer entity configuration.
- 8.1.2. OpenGov will provide system administrators creation.
- 8.1.3. This activity is complete when Customer has access to their site.
- 8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

#### 8.2. Validate

- 8.2.1. OpenGov will create a Solution Blueprint.
- 8.2.2. OpenGov will confirm the Data Validation strategy.
- 8.2.3. This activity is complete when the Solution Blueprint is presented to Customer.
- 8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

#### 8.3. Configure

- 8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
- 8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
- 8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

#### 8.4. Train

- 8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.
- 8.4.2. OpenGov will provide Administrator training.
- 8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).
- 8.4.4. Customer will Sign-off that training has been completed.

#### 8.5. Launch

- 8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.
- 8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

## 9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

## 10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

## 11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.

11.2. Customer's Project Manager will have decision authority to approve/reject all

Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

## 12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

## 13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

|         |           | 1 | 2         | 3 | 4          | 5 | 6            | 7 | 8 | 9          | 10 | 11           | 12 | 13 |
|---------|-----------|---|-----------|---|------------|---|--------------|---|---|------------|----|--------------|----|----|
| Phase 1 | initiate  |   |           |   |            |   |              |   |   |            |    |              |    |    |
|         | validate  |   | RG onsite |   |            |   |              |   |   |            |    |              |    |    |
|         | configure |   |           |   |            |   |              |   |   |            |    |              |    |    |
|         | train     |   |           |   | TTT onsite |   |              |   |   |            |    |              |    |    |
|         | launch    |   |           |   |            |   | Prod cutover |   |   |            |    |              |    |    |
| Phase 2 | initiate  |   |           |   |            |   |              |   |   |            |    |              |    |    |
|         | validate  |   |           |   |            |   | RG onsite    |   |   |            |    |              |    |    |
|         | configure |   |           |   |            |   |              | * |   |            |    |              |    |    |
|         | train     |   |           |   |            |   |              |   |   | TTT onsite |    |              |    |    |
|         | launch    |   |           |   |            |   |              |   |   |            |    | Prod cutover |    |    |

\*Configure in Phase 2 cannot begin until Prod Cutover in Phase 1 is complete

## 14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion

14.2.2. Sign off process

14.2.3. Cost of change and/or invoice timing

14.2.4. Amending the SOW to correct an error

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov

14.2.6. Change in type of OpenGov resources to support the SOW

14.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

# Exhibit 1: Implementation Activities

## Enterprise Asset Management Phase 1

Use Cases Build for Enterprise Asset Management:

- Transportation
- Walkability
- Signals
- Stormwater

### **Initiate**

OpenGov will:

- Setup a hosted, sandbox and production OpenGov Asset Management environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by Customer staff to populate Roles and Users to be utilized for OpenGov Asset Management.
- Utilize the template to create users and roles in OpenGov Asset Management. (Note: Subsequent User and/or Role changes will be Customer administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for Customer technical GIS staff to configure Esri Basemap Services for OpenGov Asset Management integration. Guidance will be geared towards OpenGov Asset Management/Esri integration functionality and requirements.
- Setup the OpenGov Asset Management Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- Project kicked off with an initial project timeline delivered.

### **Validate**

OpenGov will:



- Provide a three-day (3-day) onsite requirement gathering workshop to increase our understanding of Customer business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to Customer implementation.

Completion Criteria:

- Completion of requirements gathering workshop.

## **Configure**

### Configurations

OpenGov will:

- Provide configuration services, including:
  - o Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
  - o Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
  - o Up to twenty (20) automations
  - o Up to twenty (20) preventative maintenance plans

OpenGov Assumptions:

- Implementation of any custom modification developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

### Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by Customer staff, OpenGov will load the data into Customer sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
  - o Parent level asset records
  - o Asset location (spatial x/y) attributes
  - o Parent level resource (Labor, Equipment Material, Vendor) records
  - o Resource Rate (Labor, Equipment, Material) records
  - o Standard system libraries

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
- Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed above.

- OpenGov will provide the following data services to load customer's pavement data into OpenGov Enterprise Asset Management:
  - OpenGov will provide a template file to third-party vendors, so processed data can be delivered to OpenGov in the required format.
  - OpenGov will provide a review, not to exceed two (2) hours, of Enterprise Asset Management data requirements to customer and third-party vendor staff.
  - OpenGov will provide a field map review, not to exceed two (2) hours, to identify the Enterprise Asset Management destination fields for up to 10 additional data attributes which may have been collected.
  - A test conversion service to facilitate data conversion validation and testing
  - One revision of the source data used for the test conversion service
  - A production conversion service utilizing the final, approved source data

### **Assumptions, Requirements, and Considerations**

- This scope of work is isolated to data load activities and does not include any manipulation of collected data.
- Data must be provided to OpenGov staff in Esri shapefile or .csv formats
  - If Pavement spatial data is not provided, and does not currently exist in the customer Enterprise Asset Management database, OpenGov will load Pavement condition data without impacting the existing spatial implementation.
  - Prior to collection efforts, third-party vendors must ensure collected data can be linked to a OpenGov Pavement ID.
- OpenGov Enterprise Asset Management calculates PCI values based on the ASTM-6433-11 – Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys standard. Data collection firms are required to provide Distress, Severity, and Extent values as specified by the aforementioned standard.

## Appendix A

The following data attributes are either required (\*) or highly recommended to support robust pavement management functionality in OpenGov.

| PAVEMENT INVENTORY TABLE |           |                                                          |
|--------------------------|-----------|----------------------------------------------------------|
| NAME                     | DATA TYPE | DESCRIPTION                                              |
| * OpenGov ID             | Text      | Unique identifier for OpenGov Pavement (section) record. |

|                                  |                                  |                                                                                                                                                                                    |
|----------------------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                  |                                  | <i>Note: This ID will be used to link all associated roadway section related tables</i>                                                                                            |
| <b>* Pavement Length</b>         | <b>Quantity (Number w/ Unit)</b> | Length of the Pavement section<br><i>Note – Quantity fields require two data cells per row: 1 Number value and 1 Unit of Measure (m, km, mi, yd)</i>                               |
| <b>* Pavement Width</b>          | <b>Quantity (Number w/ Unit)</b> | Width of the Pavement section<br><i>Note – Quantity fields require two data cells per row: 1 Number value and 1 Unit of Measure (m, km, mi, yd)</i>                                |
| <b>* Pavement Classification</b> | <b>Text (Lookup)</b>             | Pavement Classification value for OpenGov Pavement record. Default values: <i>Asphalt, Brick and Block, Concrete, Earth, and Gravel</i>                                            |
| <b>* Function Classification</b> | <b>Text (Lookup)</b>             | Functional Classification value for OpenGov Pavement record. Default values: <i>Rural Arterial, Rural Collector, Rural Local, Urban Arterial, Urban Collector, and Urban Local</i> |
| Street                           | Text (Lookup)                    | Street name for OpenGov Pavement record                                                                                                                                            |
| Street Ahead                     | Text (Lookup)                    | (Intersecting) Street Ahead name for OpenGov Pavement record                                                                                                                       |
| Street Back                      | Text (Lookup)                    | (Intersecting) Street Back name for OpenGov Pavement record                                                                                                                        |
| Construction Date                | Date                             | Construction date helps establish a baseline for each asset. This baseline is crucial when managing condition and deterioration of high cost, high impact assets.                  |

- *Pavement attributes must include Length and Width values*
- *Pavement Classifications should be limited to the following:*
  - *Gravel*
  - *Brick and Block*
  - *Concrete*
  - *Asphalt*
  - *Earth*
  -
- *Functional Classifications should be limited to the following:*
  - *Rural Arterial*
  - *Rural Collector*
  - *Rural Local*
  - *Urban Arterial*
  - *Urban Collector*
  - *Urban Local*

| PAVEMENT INSPECTION TABLE |                    |                                                                                                                                                                                                                             |
|---------------------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NAME                      | DATA TYPE          | DESCRIPTION                                                                                                                                                                                                                 |
| <b>* OpenGov ID</b>       | <b>Text</b>        | <b>Unique identifier for OpenGov Pavement (section) record.</b><br><b>Note: This ID will be used to link all associated roadway section related tables</b>                                                                  |
| <b>* Inspection ID</b>    | <b>Text</b>        | <b>Unique identifier for inspections</b>                                                                                                                                                                                    |
| <b>* Inspection Date</b>  | <b>Date</b>        | <b>Inspection date</b>                                                                                                                                                                                                      |
| Average IRI               | Quantity with Unit | If applicable, a pre-calculated Average IRI value must be provided. Additionally, an Average IRI value should be converted and provided in a 0 to 100 scale for use in OpenGov's Overall Condition Index (OCI) calculation. |

| PAVEMENT DETAILED DISTRESS TABLE** |                      |                                                                                                                                                            |
|------------------------------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NAME                               | DATA TYPE            | DESCRIPTION                                                                                                                                                |
| <b>* OpenGov ID</b>                | <b>Text</b>          | <b>Unique identifier for OpenGov Pavement (section) record.</b><br><b>Note: This ID will be used to link all associated roadway section related tables</b> |
| <b>* Inspection ID</b>             | <b>Text</b>          | <b>Unique identifier for Inspection records</b>                                                                                                            |
| <b>* Sample ID</b>                 | <b>Text</b>          | <b>Unique identifier for Sample Areas</b>                                                                                                                  |
| Sample To                          | Integer              | Identify the end of the Sample Area                                                                                                                        |
| Sample From                        | Integer              | Identify the beginning of the Sample Area                                                                                                                  |
| Sample Width                       | Quantity with Unit   | Identify the Width of the Sample if the Sample Width differs from the Pavement Width                                                                       |
|                                    |                      |                                                                                                                                                            |
| <b>* Distress</b>                  | <b>Text (Lookup)</b> | Values must match distresses specified in the ASTM-6433-11 standard.                                                                                       |
| <b>* Severity</b>                  | <b>Text (Lookup)</b> | <i>Low, Moderate, High</i>                                                                                                                                 |
| <b>* Extent</b>                    | <b>Number</b>        | <i>Must be represented as a percentage number value</i>                                                                                                    |

Note: Distress data should be collected in accordance with ASTM D-6433-11 standards, including extent and severity.

- Distress Severities must be limited to the following:
  - Low
  - Moderate
  - High
- Standard distresses:

- o Asphalt Longitudinal Cracking and Asphalt Transverse Cracking should be combined into a single distress.
- o PCC Faulting Right and PCC Faulting Left should be combined into a single distress.
- o PCC Longitudinal Cracking and PCC Transverse Cracking should be combined into a single distress.
- o Asphalt Raveling & Weathering should be separated into Asphalt Raveling and Asphalt Weathering – Surface Wear.
- ASTM-6433-11 requires unique “Distress + Severity” combinations per Sample area.

| PAVEMENT CONDITION CATEGORY TABLE |               |                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NAME                              | DATA TYPE     | DESCRIPTION                                                                                                                                                                                                                                                                                                                             |
| * OpenGov ID                      | Text          | <b>Unique identifier for OpenGov Pavement (section) record.</b><br><b>Note: This ID will be used to link all associated roadway section related tables</b>                                                                                                                                                                              |
| * Inspection ID                   | Text          | <b>Unique identifier for Inspection records</b>                                                                                                                                                                                                                                                                                         |
|                                   |               |                                                                                                                                                                                                                                                                                                                                         |
| Condition Category                | Text (Lookup) | A value that generally reflects a high-level condition using a 0 to 100 scale index. For example, OpenGov Enterprise Asset Management recognizes PCI as a Condition Category. IRI values provided in a converted 0 to 100 scale can be loaded as a Ride Condition Category thereby impacting the Overall Condition Index (OCI) value in |
| Index                             | Integer       | A value, on a 0 to 100 scale, which reflects the condition of the corresponding Condition Category                                                                                                                                                                                                                                      |

## Integrations

- Comcate Integration:
  - Initiate call and identification of project lead with the agency
    - Review implementation process, identify project team, schedule a kick off meeting
  - Kick off meeting
    - Introduction, review scope and timeline, demo application to implementation team, prepare for needs assessment.
  - Needs assessment
    - Review staff workflow, propose implementation configuration
  - Product configurations
    - Identify configuration data, customize of notices and/or templates, review and sign off on configuration data.
  - Training for code enforcement

- Role based training: power submitter, case manager, agency heads, agency managers.
- Soft launch
  - Go live
- Follow up training
  - Separate follow up training sessions
- Project wrap up
  - Debrief with project lead, Agency manager and other appropriate participants.

#### OpenGov Assumptions:

- If an API integration is included in scope, Customer is responsible for providing access to a test instance of the third party API including a URL, authentication credentials, and relevant documentation.
- Implementation of any custom modification or integration developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

## Assets

OpenGov will:

- Provide installation and training on the following asset types:
  - Transportation (8)
    - Bridge; Light Fixture; Pavement; Sign; Guardrail; Marking; Pavement Area; Support
  - Walkability (7)
    - ADA Ramp; Pavement Area: Sign; Tree; Light Fixture; Sidewalk; Support
  - Signals (8)
    - Preemption; Signal Cabinet; Signal Head; Traffic Camera; Signalized Intersection; Signal Controller; Signal Monitor; Traffic Detector
  - Stormwater (9)
    - Storm Basin; Storm Channel; Storm Culvert; Storm Facility; Storm Inlet; Storm Manhole; Storm Outlet; Storm Pipe; Storm Pump

#### Completion Criteria:

- Customer sign-off on ability to login and access to the sandbox.

## Train

### Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:



- o Dashboards
  - o Standard KPI/ROI Gadgets
  - o Logins/Permission
  - o Layers
  - o Filters
  - o Maps
  - o Grids
  - o System Navigation
  - o Views (List & Detail)
  - o Standard Reports
  - o Attachments
  - o Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.
  - Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
  - Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
  - Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Management Esri integration functionality. Training topics include:
    - o OpenGov Asset Management Esri integration configuration options
    - o Integration functionality (basemap and feature)
    - o Overall Esri integration requirements, considerations, and OpenGov recommended best practices
  - Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Builder. Training topics include:
    - o OpenGov Asset Management Administrator
      - Structure Manager
      - Library Manager
      - Layout Manager
      - User/Role Configurations
    - o OpenGov recommended best practices for expanding the system's use and/or building assets

OpenGov assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.

## Train the Trainer Training Event

- Provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and Customer project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
  - Request Management:
    - Requests
    - Requesters
    - Task Creation from Requests
    - Issue library (including settings such as Applies to Asset and Non-Location)
    - OpenGov recommended best practices for Request and Requester Management
  - Work Management:
    - Create Task(s)(Asset/Non-Asset)
    - Assignments (Add, Edit, Remove)
    - Task Menu Actions
    - Related Work Items
    - Create Work Order
    - Associate Task to WO
    - Repeat Work Orders
    - Work Order Menu Actions
    - Enter Resources
    - Timesheets
    - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
    - OpenGov recommended best practices for Work Management
  - Asset Management:
    - Asset Details
    - Preventative Maintenance Plans
    - Inspections
    - Linked assets (if applicable)
    - Container/Component Relationships (if applicable)
    - OpenGov recommended best practices for Asset Management
  - Resource Management:
    - Resource Details
    - Labor/Equipment Rates
    - Material Management (Stock, Usage, Adjustments)
    - Vendor Price Quotes
    - OpenGov recommended best practices for Resource Management
  - OpenGov Mobile:
    - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
    - Work Management
      - Create and Update Tasks (Asset/Non-Asset)
      - Assign Tasks

- Enter Resources
    - Inspections
  - Asset Management
    - Create and Update Assets
  - Request Management
    - View and Update Requests
    - View Requester information
    - Create Task from Request
  - OpenGov recommended best practices for mobile device use
- o Administrator:
  - Administrator:
    - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
  - Settings:
    - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
  - Manager:
    - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation
    - Manager

### Core Training:

- Provide Preventative Maintenance Plans remote train-the-trainer training, up to three (3) hours. Training topics include:
  - o Preventative Maintenance
  - o OpenGov recommended best practices for proactive asset management
- Provide Advanced Inspections, Asset Condition Manager, and Asset Risk remote train-the-trainer training, up to four (4) hours. Training topics include:
  - o Performance Management
    - Prediction Groups
    - Minimum Condition Groups
    - Activities and Impacts
    - Criticality Factor
    - Install/Replaced Dates
  - o Business Risk Exposure
    - Risk
    - Consequence of Failure
    - Probability of Failure
  - o OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide Advanced Material Management and Material Planning remote train-the-trainer training, up to four (4) hours. Training topics include:
  - Material Locations

- Material Transfers
- Material Orders
- Settings:
  - Vendor Price Quotes
  - Re-order points
- Material Planning
  - Status Default
  - Workflow Setup
  - Notifications
- OpenGov recommended best practices for advanced material management and Material Planning.
- Provide Scenario Builder remote train-the-trainer training, up to four (4) hours. Training topics include:
  - Scenario Builder
    - Settings:
      - Prediction Groups
      - Minimum Condition Groups
      - Activities and Impacts
      - Criticality Factor
      - Install/Replaced Dates
    - Scenarios:
      - Planned Work
      - Map Control
      - Work Order Creation
      - Scenario Types
      - Plan Years and Budgets
      - Protocols
      - Data Exports
    - OpenGov recommended best practices for scenario builder

#### Completion Criteria

- Core Training and train-the-trainer has been conducted.

## **Launch**

#### OpenGov will:

- Provide remote, up to eight (8) hours, web conferences, of working sessions to answer any questions following solution acceptance.

#### Completion Criteria:

- Go Live Support has been conducted.

## Enterprise Asset Management Phase 2

Use Cases Build for Enterprise Asset Management:

- Parks and Rec
- Facilities

### **Initiate**

OpenGov will:

- Setup a hosted, sandbox and production OpenGov Asset Management environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by Customer staff to populate Roles and Users to be utilized for OpenGov Asset Management.
- Utilize the template to create users and roles in OpenGov Asset Management. (Note: Subsequent User and/or Role changes will be Customer administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for Customer technical GIS staff to configure Esri Basemap Services for OpenGov Asset Management integration. Guidance will be geared towards OpenGov Asset Management/Esri integration functionality and requirements.
- Setup the OpenGov Asset Management Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- Project kicked off with an initial project timeline delivered.

### **Validate**

OpenGov will:

- Provide a two-day (2-day) onsite requirement gathering workshop to increase our understanding of Customer business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to Customer implementation.

Completion Criteria:

- Completion of requirements gathering workshop.

## **Configure**

### Configurations

OpenGov will:

- Provide configuration services, including:
  - o Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
  - o Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
  - o Up to twenty (20) automations
  - o Up to twenty (20) preventative maintenance plans

OpenGov Assumptions:

- Implementation of any custom modification developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

### Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by Customer staff, OpenGov will load the data into Customer sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
  - o Parent level asset records
  - o Asset location (spatial x/y) attributes
  - o Parent level resource (Labor, Equipment Material, Vendor) records
  - o Resource Rate (Labor, Equipment, Material) records
  - o Standard system libraries

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
- Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed above.

### Assets

OpenGov will:

- Provide installation and training on the following asset types:
  - o Parks and Recreation (10)
    - Athletic Space; Fence; Park; Park Structure; Playground Equipment; Bench; Landscape Area; Park Amenity; Playground; Tree
  - o Facilities (25)

- Facility; Other Site Construction; Selective Building Demolition; Site Improvement; Site Preparation; Facility Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; HVAC; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Electrical Utilities; Site Mechanical Utilities; Spaces; Special Construction; Stairs; Superstructure

Completion Criteria:

- Customer sign-off on ability to login and access to the sandbox.

## **Train**

### Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:
  - o Dashboards
  - o Standard KPI/ROI Gadgets
  - o Logins/Permission
  - o Layers
  - o Filters
  - o Maps
  - o Grids
  - o System Navigation
  - o Views (List & Detail)
  - o Standard Reports
  - o Attachments
  - o Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
- Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Management Esri integration functionality. Training topics include:
  - o OpenGov Asset Management Esri integration configuration options
  - o Integration functionality (basemap and feature)



- o Overall Esri integration requirements, considerations, and OpenGov recommended best practices
- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Builder. Training topics include:
  - o OpenGov Asset Management Administrator
    - Structure Manager
    - Library Manager
    - Layout Manager
    - User/Role Configurations
  - o OpenGov recommended best practices for expanding the system's use and/or building assets

#### OpenGov assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.

#### Train the Trainer Training Event

- Provide a two-day (2-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and Customer project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
  - o Request Management:
    - Requests
    - Requesters
    - Task Creation from Requests
    - Issue library (including settings such as Applies to Asset and Non-Location)
    - OpenGov recommended best practices for Request and Requester Management
  - o Work Management:
    - Create Task(s)(Asset/Non-Asset)
    - Assignments(Add, Edit, Remove)
    - Task Menu Actions
    - Related Work Items
    - Create Work Order
    - Associate Task to WO
    - Repeat Work Orders
    - Work Order Menu Actions
    - Enter Resources
    - Timesheets
    - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
    - OpenGov recommended best practices for Work Management

- o Asset Management:
  - Asset Details
  - Preventative Maintenance Plans
  - Inspections
  - Linked assets (if applicable)
  - Container/Component Relationships (if applicable)
  - OpenGov recommended best practices for Asset Management
- o Resource Management:
  - Resource Details
  - Labor/Equipment Rates
  - Material Management (Stock, Usage, Adjustments)
  - Vendor Price Quotes
  - OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
  - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
  - Work Management
    - Create and Update Tasks (Asset/Non-Asset)
    - Assign Tasks
    - Enter Resources
    - Inspections
  - Asset Management
    - Create and Update Assets
  - Request Management
    - View and Update Requests
    - View Requester information
    - Create Task from Request
  - OpenGov recommended best practices for mobile device use
- o Administrator:
  - Administrator:
    - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
  - Settings:
    - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
  - Manager:
    - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation
    - Manager

### Core Training:

- Provide Preventative Maintenance Plans remote train-the-trainer training, up to three (3) hours. Training topics include:
  - o Preventative Maintenance

- o OpenGov recommended best practices for proactive asset management
- Provide Advanced Inspections, Asset Condition Manager, and Asset Risk remote train-the-trainer training, up to four (4) hours. Training topics include:
  - o Performance Management
    - Prediction Groups
    - Minimum Condition Groups
    - Activities and Impacts
    - Criticality Factor
    - Install/Replaced Dates
  - o Business Risk Exposure
    - Risk
    - Consequence of Failure
    - Probability of Failure
  - o OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide Internal Request remote train-the-trainer training, up to two (2) hours. Training topics include:
  - o Internal Requests
    - Users
    - Views
    - Issue Library settings and management
  - o OpenGov recommended best practices for advanced request management
- Provide Advanced Material Management and Material Planning remote train-the-trainer training, up to four (4) hours. Training topics include:
  - Material Locations
  - Material Transfers
  - Material Orders
  - Settings:
    - o Vendor Price Quotes
    - o Re-order points
  - Material Planning
    - o Status Default
    - o Workflow Setup
    - o Notifications
  - OpenGov recommended best practices for advanced material management and Material Planning.
- Provide Scenario Builder remote train-the-trainer training, up to four (4) hours. Training topics include:
  - o Scenario Builder
    - Settings:
      - Prediction Groups

- Minimum Condition Groups
- Activities and Impacts
- Criticality Factor
- Install/Replaced Dates
- Scenarios:
  - Planned Work
  - Map Control
  - Work Order Creation
  - Scenario Types
  - Plan Years and Budgets
  - Protocols
  - Data Exports
- OpenGov recommended best practices for scenario builder

#### Completion Criteria

- Core Training and train-the-trainer has been conducted.

## **Launch**

OpenGov will:

- Provide remote, up to eight (8) hours, web conferences, of working sessions to answer any questions following solution acceptance.

#### Completion Criteria:

- Go Live Support has been conducted.



1602 Village Market Blvd SE, Suite 320  
Leesburg, VA20175 USA

**Cage Code:** 7QV38  
**UEI Number** Y7D5MXRU2839  
**DUNS#** 080431574  
**Federal Tax ID:** 81-3911287  
**Business Size:** Small Business

**Date:** 11/22/2024, 10:47 AM

**Phone:** 571 707-4130  
**Fax:** 571-291-4119  
**Email:** sales@vertosoft.com

**Vertosoft Contact:** Carly Moore  
**Phone:** (540) 998-8361  
**Email:** carly.moore@vertosoft.com

## OpenGov Quote for City of Pensacola, FL

**Contract:** NCPA - OMNIA 01-165

**Quote #:** Q-09066  
**Expires On:** 12/30/2024

**Ship To**  
City of Pensacola, FL  
Aimee Marelli  
amarelli@cityofpensacola.com

**Quote For:**  
**Name:** Aimee Marelli  
**Company:** City of Pensacola, FL  
**Email:** amarelli@cityofpensacola.com  
**Phone:**

| PAYMENT TERMS | DELIVERY METHOD | PAYMENT METHOD        | VERTOSOFT CUST ID | SUPPLIER REF # |
|---------------|-----------------|-----------------------|-------------------|----------------|
| Net 30        | Electronic      | Check/ACH/Credit Card |                   |                |

Overall POP Start Date: 1/1/2025  
Overall POP End Date: 12/31/2027

Group1

01/01/2025-12/31/2025

| PART #                 | DESCRIPTION                                                | QTY  | UNIT PRICE  | EXTENDED    |
|------------------------|------------------------------------------------------------|------|-------------|-------------|
| OG-TWAQ-B300500M-AR-1Y | Asset Management - Between \$300-500 Million - 1Y          | 1.00 | \$56,775.00 | \$56,775.00 |
| OG-TWBB-B300500M-AR-1Y | Stormwater Domain - Between \$300-500 Million - 1Y         | 1.00 | \$16,250.00 | \$16,250.00 |
| OG-TWBC-B300500M-AR-1Y | Transportation Domain - Between \$300-500 Million - 1Y     | 1.00 | \$26,250.00 | \$26,250.00 |
| OG-TWBD-B300500M-AR-1Y | Walkability Domain - Between \$300-500 Million - 1Y        | 1.00 | \$15,000.00 | \$15,000.00 |
| OG-TWBA-B300500M-AR-1Y | Signal Domain - Between \$300-500 Million - 1Y             | 1.00 | \$15,000.00 | \$15,000.00 |
| OG-TWAY-B300500M-AR-1Y | Parks & Recreation Domain - Between \$300-500 Million - 1Y | 1.00 | \$18,750.00 | \$18,750.00 |
| OG-TWAW-B300500M-AR-1Y | Facilities Domain - Between \$300-500 Million - 1Y         | 1.00 | \$26,250.00 | \$26,250.00 |
| OG-TWAT-B300500M-AR-1Y | Scenario Builder - Between \$300-500 Million - 1Y          | 1.00 | \$5,000.00  | \$5,000.00  |

| PART #                 | DESCRIPTION                                                                 | QTY    | UNIT PRICE  | EXTENDED     |
|------------------------|-----------------------------------------------------------------------------|--------|-------------|--------------|
| OG-TWCC-B300500M-AR-1Y | Comcate - Between \$300-500 Million - 1Y                                    | 1.00   | \$31,000.00 | \$31,000.00  |
| OG-PSBG-B300500M-OT-0Y | Professional Services Deployment - Prepaid - Between \$300-500 Million - 0Y | 472.00 | \$215.00    | \$101,480.00 |
| OG-TWCI-ALTR-AR-0Y     | Comcate Professional Services - All Tiers - 0Y                              | 44.00  | \$215.90    | \$9,499.60   |
| <b>Group1 TOTAL:</b>   |                                                                             |        |             | \$321,254.60 |

Billed Monthly as Incurred- not to exceed

| PART #                                                  | DESCRIPTION                      | QTY       | UNIT PRICE | EXTENDED    |
|---------------------------------------------------------|----------------------------------|-----------|------------|-------------|
| OG-T&E                                                  | Reimbursable Travel and Expenses | 10,400.00 | \$1.00     | \$10,400.00 |
| <b>Billed Monthly as Incurred- not to exceed TOTAL:</b> |                                  |           |            | \$10,400.00 |

Group2

01/01/2026-12/31/2026

| PART #                 | DESCRIPTION                                                | QTY  | UNIT PRICE  | EXTENDED     |
|------------------------|------------------------------------------------------------|------|-------------|--------------|
| OG-TWAQ-B300500M-AR-1Y | Asset Management - Between \$300-500 Million - 1Y          | 1.00 | \$59,613.75 | \$59,613.75  |
| OG-TWBB-B300500M-AR-1Y | Stormwater Domain - Between \$300-500 Million - 1Y         | 1.00 | \$17,062.51 | \$17,062.51  |
| OG-TWBC-B300500M-AR-1Y | Transportation Domain - Between \$300-500 Million - 1Y     | 1.00 | \$27,562.51 | \$27,562.51  |
| OG-TWBD-B300500M-AR-1Y | Walkability Domain - Between \$300-500 Million - 1Y        | 1.00 | \$15,750.00 | \$15,750.00  |
| OG-TWBA-B300500M-AR-1Y | Signal Domain - Between \$300-500 Million - 1Y             | 1.00 | \$15,750.00 | \$15,750.00  |
| OG-TWAY-B300500M-AR-1Y | Parks & Recreation Domain - Between \$300-500 Million - 1Y | 1.00 | \$19,687.51 | \$19,687.51  |
| OG-TWAW-B300500M-AR-1Y | Facilities Domain - Between \$300-500 Million - 1Y         | 1.00 | \$27,562.51 | \$27,562.51  |
| OG-TWAT-B300500M-AR-1Y | Scenario Builder - Between \$300-500 Million - 1Y          | 1.00 | \$5,250.00  | \$5,250.00   |
| OG-TWCC-B300500M-AR-1Y | Comcate - Between \$300-500 Million - 1Y                   | 1.00 | \$32,550.00 | \$32,550.00  |
| <b>Group2 TOTAL:</b>   |                                                            |      |             | \$220,788.79 |

Group3

01/01/2027-12/31/2027

| PART #                 | DESCRIPTION                                                | QTY  | UNIT PRICE  | EXTENDED    |
|------------------------|------------------------------------------------------------|------|-------------|-------------|
| OG-TWAQ-B300500M-AR-1Y | Asset Management - Between \$300-500 Million - 1Y          | 1.00 | \$62,594.44 | \$62,594.44 |
| OG-TWBB-B300500M-AR-1Y | Stormwater Domain - Between \$300-500 Million - 1Y         | 1.00 | \$17,915.62 | \$17,915.62 |
| OG-TWBC-B300500M-AR-1Y | Transportation Domain - Between \$300-500 Million - 1Y     | 1.00 | \$28,940.62 | \$28,940.62 |
| OG-TWBD-B300500M-AR-1Y | Walkability Domain - Between \$300-500 Million - 1Y        | 1.00 | \$16,537.51 | \$16,537.51 |
| OG-TWBA-B300500M-AR-1Y | Signal Domain - Between \$300-500 Million - 1Y             | 1.00 | \$16,537.51 | \$16,537.51 |
| OG-TWAY-B300500M-AR-1Y | Parks & Recreation Domain - Between \$300-500 Million - 1Y | 1.00 | \$20,671.87 | \$20,671.87 |
| OG-TWAW-B300500M-AR-1Y | Facilities Domain - Between \$300-500 Million - 1Y         | 1.00 | \$28,940.62 | \$28,940.62 |
| OG-TWAT-B300500M-AR-1Y | Scenario Builder - Between \$300-500 Million - 1Y          | 1.00 | \$5,512.51  | \$5,512.51  |

| PART #                 | DESCRIPTION                              | QTY  | UNIT PRICE  | EXTENDED     |
|------------------------|------------------------------------------|------|-------------|--------------|
| OG-TWCC-B300500M-AR-1Y | Comcate - Between \$300-500 Million - 1Y | 1.00 | \$34,177.51 | \$34,177.51  |
| <b>Group3 TOTAL:</b>   |                                          |      |             | \$231,828.21 |

|                            |
|----------------------------|
| <b>TOTAL:</b> \$331,654.60 |
|----------------------------|

### Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.





# Pensacola Investment Summary

| OpenGov Cartegraph Asset Management     | Months | Subscription | Services     | Total Investment |
|-----------------------------------------|--------|--------------|--------------|------------------|
| <b>Year 1: Jan 1, 2025-Dec 31, 2025</b> | 12     | \$210,275    | \$121,379.60 | \$331,654.60     |
| <b>Year 2: Jan 1, 2026-Dec 31, 2026</b> | 12     | \$220,788.79 | \$0          | \$220,788.79     |
| <b>Year 3: Jan 1, 2027-Dec 31, 2027</b> | 12     | \$231,828.21 | \$0          | \$231,828.21     |

## Proposal Includes:

Begins 01/01/2025. Standard Terms: NET30, Billed Annually - In Advance

- Cartegraph Asset Management, Comcate 311
- Asset Domains: Transportation, Walkability, Signals, Stormwater, Parks & Rec, Facilities
- Unlimited users, cloud hosting, scenario builder, asset builder, mobile application
- Dedicated Customer Success Manager and application support

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

Vendor Name: OpenGov, Inc.

Vendor FEIN: 30-0717374

Vendor's Authorized Representative Name and Title: Elise Cole, Chief Legal Officer

Address: 660 3rd Street, Suite 100

City: San Francisco State: CA ZIP: 94107

Phone Number: 650-336-7167

Email Address: legal@opengov.com

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.

DocuSigned by:

By: Elise Cole

FF4578593F664CA...

AUTHORIZED SIGNATURE

Print Name and Title: Elise Cole, Chief Legal Officer

Date: 11/12/2024



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1192

Agenda Conference

12/9/2024

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### **RESOLUTION**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2024-100- ENTERPRISE ASSET MANAGER (EAM)/TYLER

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2024-100.

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 is purchasing an EAM system for use by the Facilities and Fleet Management/Garage. This supplemental budget resolution increases the Fleet Management budget to appropriate funds for this purchase.

**PRIOR ACTION:**

N/A

**FUNDING:**

|         |                  |                         |
|---------|------------------|-------------------------|
| Budget: | <u>\$134,715</u> | Fleet Management        |
| Actual: | \$91,940         | One-Time Implementation |
|         | \$35,665         | Recurring Cost - Year 1 |
|         | <u>\$7,110</u>   | Travel and Incidentals  |
|         | \$134,715        | TOTAL                   |

**FINANCIAL IMPACT:**

This supplemental budget resolution appropriates funding for the purchase of an EAM. This portion of the EAM controls the work orders and inventory management systems for the Fleet Management section of Facilities and Fleet Management. At the end of the year this cost of this purchase and implementation will be \$127,605. At the end of the fiscal year the cost of this system will be allocated to user departments similar to all other Fleet Management expenses.

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

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

1. Supplemental Budget Resolution No. 2024-100
2. Supplemental Budget Explanation No. 2024-100

**PRESENTATION:** No

**RESOLUTION  
NO. 2024-100**

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. CENTRAL SERVICE FUND**

|           |                                       |           |
|-----------|---------------------------------------|-----------|
| As Reads: | Charges for Services - Central Gargae | 2,904,600 |
| Amended   |                                       |           |
| To Read:  | Charges for Services - Central Gargae | 3,039,315 |
| As Reads: | Operating Expenses                    | 3,460,093 |
| Amended   |                                       |           |
| To Read:  | Operating Expenses                    | 3,594,808 |

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  
DECEMBER 2024 - SUPPLEMENTAL BUDGET RESOLUTION - APPROPRIATE FUNDING FOR ENTERPRISE ASSET MANAGER (EAM)/TYLER - NO. 2024-100

| FUND                                  | AMOUNT         | DESCRIPTION                                                                  |
|---------------------------------------|----------------|------------------------------------------------------------------------------|
| <b>CENTRAL SERVICES FUND</b>          |                |                                                                              |
| Estimated Revenues                    |                |                                                                              |
| Charges For Services - Central Garage | 134,715        | Appropriate estimated Revenue - Enterprise Asset Manager System              |
| Total Revenues                        | <u>134,715</u> |                                                                              |
| Appropriations                        |                |                                                                              |
| Operating Expenses                    | 134,715        | Appropriate Funding for Operating Expenses - Enterprise Asset Manager System |
| Total Appropriations                  | <u>134,715</u> |                                                                              |



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 24-1187

Agenda Conference

12/9/2024

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

AWARD OF CONTRACT TO TYLER TECHNOLOGIES FOR THE UPGRADE OF THE CITY'S FLEET ENTERPRISE ASSET MANAGEMENT (EAM) SYSTEM

**RECOMMENDATION:**

That City Council award a contract for software as a Service Agreement to Tyler Technologies for a total of \$127,605 plus a contingency of \$7,110 for a total of \$134,715. 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 contracting documents and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola currently uses Dossier in an on-premise environment to manage Fleet Maintenance. Implemented in 2002, the system's latest renewal fee was \$8,940.07 in January 2024. The current system is being phased out and slated to be replaced with a cloud-based solution at a higher cost.

The Facilities and Fleet Department has evaluated the new cloud-based Dossier system and participated in several demonstrations of other EAM systems with Fleet software modules that could replace Dossier and decided the best option is to migrate and upgrade to Tyler Technologies' latest cloud-based EAM system for Fleet Maintenance. Tyler's fleet maintenance software has powerful tools designed to optimize fleet management by automating processes, reducing operational costs, and improving productivity, which will enable users to streamline workflows, minimize downtime, and make data-driven decisions.

Features include:

- 22 user licenses
- detailed asset tracking
- preventive maintenance automation
- real-time insights



- fuel management
- service requests
- cross-departmental charges
- fleet maintenance, repair, and operations (MRO) inventory management.

Furthermore, Tyler's Fleet EAM system will allow the Fleet warehousing functions to work seamlessly with Tyler's Enterprise Resource Planning (ERP) system, which will result in added time savings for the Fleet division by eliminating duplicate entry of data. The Fleet EAM implementation will be integrated with the Finance Department's Tyler ERP implementation timeline.

#### PRIOR ACTION:

None

#### FUNDING:

|              | Year 1              | Year 2             | Year 3             | Total               |                                |
|--------------|---------------------|--------------------|--------------------|---------------------|--------------------------------|
| Budget       | \$134,715.00        | \$35,665.00        | \$35,665.00        | \$206,045.00        | Fleet Maintenance/Garage Funds |
| Actual       | \$91,940.00         |                    |                    | \$91,940.00         | One Time Fees                  |
|              | \$35,665.00         | \$35,665.00        | \$35,665.00        | \$106,995.00        | Recurring Fees                 |
|              | \$7,110.00          |                    |                    | \$7,110.00          | Travel and Incidentals         |
| <b>TOTAL</b> | <b>\$134,715.00</b> | <b>\$35,665.00</b> | <b>\$35,665.00</b> | <b>\$206,045.00</b> |                                |

#### FINANCIAL IMPACT:

\$134,715 is budgeted in the FY25 budget for this first year implementation. Subsequently, the ongoing annual cost for the system is \$35,665. The cost of this system each year will be billed to the user departments similar to all other Fleet/Garage expenses.

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

#### STAFF CONTACT:

Tim Kinsella, City Administrator  
David Forte, Deputy City Administrator  
Russell Sweat, Facilities and Fleet Director

#### ATTACHMENTS:

1. Sales Quote
2. Statement of Work

**PRESENTATION:** No



Quoted By: Jason Cloutier  
Quote Expiration: 02/09/25  
Quote Name: City of Pensacola-ERP-EAM  
Quote Description: EAM / Fleet Implementation  
(Updated 11.6.24)  
Saas Term 3.00

**Sales Quotation For:**

**Shipping Address:**

City of Pensacola  
222 W Main Street  
Pensacola FL 32502

**Tyler SaaS and Related Services**

| Description                                | Qty | Imp. Hours | Annual Fee          |
|--------------------------------------------|-----|------------|---------------------|
| Financial Management                       |     |            |                     |
| Inventory Mobile                           | 1   | 16         | \$ 5,797.00         |
| Enterprise Asset Management                |     |            |                     |
| Asset Maintenance & Performance - Per User | 22  | 240        | \$ 38,390.00        |
| Sub-Total:                                 |     |            | \$ 44,187.00        |
| <i>Less Discount:</i>                      |     |            | <i>\$ 8,837.00</i>  |
| <b>TOTAL</b>                               |     |            | <b>\$ 35,350.00</b> |

**Professional Services**

| Description                                | Quantity | Unit Price | Ext Discount | Extended Price | Maintenance |
|--------------------------------------------|----------|------------|--------------|----------------|-------------|
| Conversions – See Detailed Breakdown Below |          |            |              | \$ 24,000.00   | \$ 0.00     |
| Project Management                         | 60       | \$ 200.00  | \$ 0.00      | \$ 12,000.00   | \$ 0.00     |

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|                       |     |           |         |                     |                |
|-----------------------|-----|-----------|---------|---------------------|----------------|
| Onsite Implementation | 64  | \$ 225.00 | \$ 0.00 | \$ 14,400.00        | \$ 0.00        |
| Remote Implementation | 192 | \$ 200.00 | \$ 0.00 | \$ 38,400.00        | \$ 0.00        |
| <b>TOTAL</b>          |     |           |         | <b>\$ 88,800.00</b> | <b>\$ 0.00</b> |

### 3rd Party Hardware, Software and Services

| Description                                         | Qty | Unit Price  | Unit Discount | Total Price        | Unit Maint/SaaS | Unit                | Total            |
|-----------------------------------------------------|-----|-------------|---------------|--------------------|-----------------|---------------------|------------------|
|                                                     |     |             |               |                    |                 | Maint/SaaS Discount |                  |
| Barcode Printer Kit                                 | 1   | \$ 1,445.00 | \$ 0.00       | \$ 1,445.00        | \$ 145.00       | \$ 0.00             | \$ 145.00        |
| Barcode Scanner - NX6 Rugged Mobile Scanning Device | 1   | \$ 1,695.00 | \$ 0.00       | \$ 1,695.00        | \$ 170.00       | \$ 0.00             | \$ 170.00        |
| <b>TOTAL</b>                                        |     |             |               | <b>\$ 3,140.00</b> |                 |                     | <b>\$ 315.00</b> |

| Summary                                                 | One Time Fees                             | Recurring Fees      |
|---------------------------------------------------------|-------------------------------------------|---------------------|
| Total Tyler License Fees                                | \$ 0.00                                   | \$ 0.00             |
| Total SaaS                                              | \$ 0.00                                   | \$ 35,350.00        |
| Total Tyler Services                                    | \$ 88,800.00                              | \$ 0.00             |
| Total Third-Party Hardware, Software, Services          | \$ 3,140.00                               | \$ 315.00           |
| <b>Summary Total</b>                                    | <b>\$ 91,940.00</b>                       | <b>\$ 35,665.00</b> |
| <b>Contract Total</b>                                   | <b>\$ 198,305.00</b> <- total for 3-years |                     |
| <b>Estimated Travel Expenses excl in Contract Total</b> | <b>\$ 7,110.00</b>                        |                     |

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

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All Primary values quoted in US Dollars

**Detailed Breakdown of Conversions (Included in Summary Total)**

| Description                 | Qty | Unit Price   | Unit Discount | Extended Price |
|-----------------------------|-----|--------------|---------------|----------------|
| Enterprise Asset Management |     |              |               |                |
| Asset Maintenance           | 1   | \$ 24,000.00 | \$ 0.00       | \$ 24,000.00   |
| TOTAL                       |     |              |               | \$ 24,000.00   |

**Tyler Annual Discount Detail (Excludes Optional Products)**

| Description                                | Annual Fee   | Annual Fee Discount | Annual Fee Net |
|--------------------------------------------|--------------|---------------------|----------------|
| Financial Management                       |              |                     |                |
| Inventory Mobile                           | \$ 5,797.00  | \$ 1,159.00         | \$ 4,638.00    |
| Enterprise Asset Management                |              |                     |                |
| Asset Maintenance & Performance - Per User | \$ 38,390.00 | \$ 7,678.00         | \$ 30,712.00   |
| TOTAL                                      | \$ 44,187.00 | \$ 8,837.00         | \$ 35,350.00   |

**Comments**

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
  - Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
  - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

All hardware related to Assets Mobile and Inventory Mobile will be under a standard maintenance plan which starts when they are shipped. This includes replacement of your current hardware if it cannot be fixed through the standard helpdesk process.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Asset Maintenance conversion includes: Work Order Asset, Closed Work Order History- No Cost Data, Work Order History with Cost Data



# City of Pensacola, FL

## SOW from Tyler Technologies, Inc.

**12/4/2024**

Presented to:  
City of Pensacola, FL  
222 W Main St  
Pensacola, FL 32502

Contact:  
Becky Terry, PMP  
Email: [Becky.Terry@TylerTech.com](mailto:Becky.Terry@TylerTech.com)  
1 Tyler Drive  
Yarmouth, Maine 04096

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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

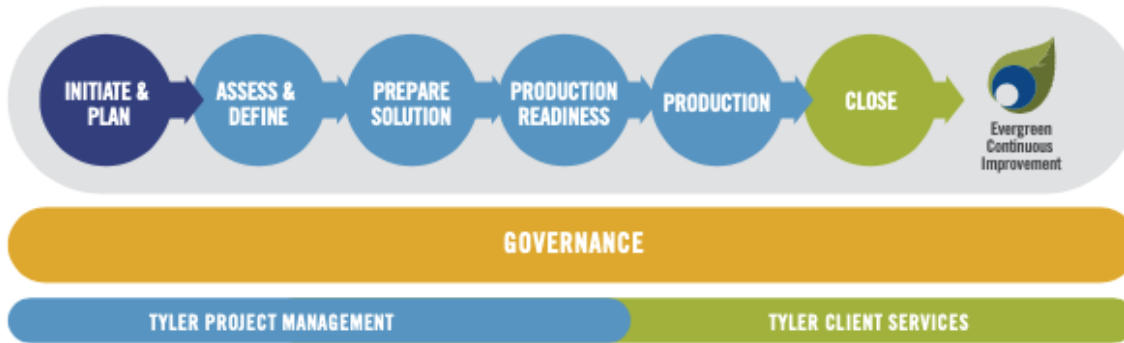
### 1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases and is scaled to meet the City’s complexity and organizational needs.



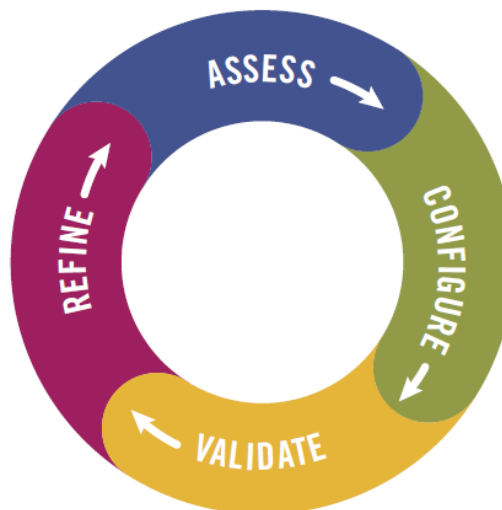
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



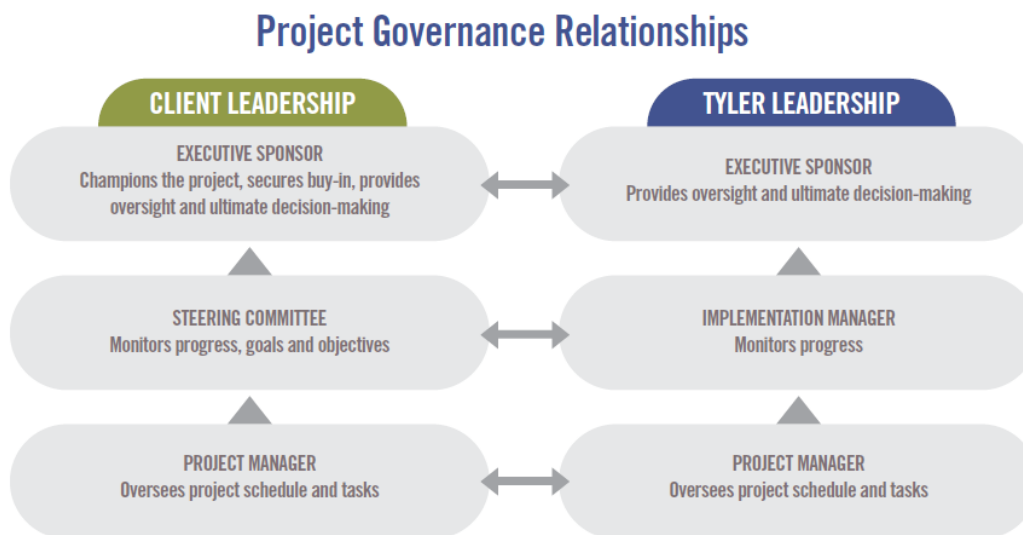
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

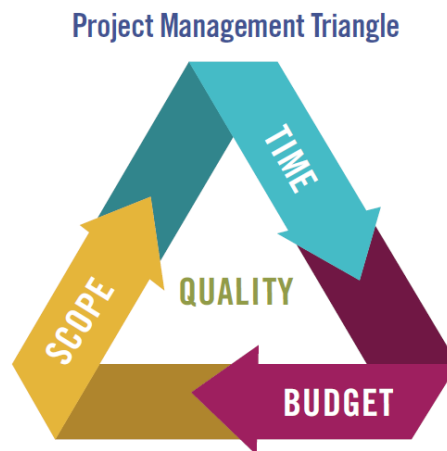




## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

### 3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone signoffs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

## 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

## 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

## 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



## 5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - City Policies
  - Needs of other client projects

### 5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a



timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.





- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of City resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

#### 5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.



- Participate in conversion review and validation.

### 5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

### 5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages”, and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

### Work Breakdown Structure (WBS)

| 1. Initiate & Plan          | 2. Assess & Define                  | 3. Prepare Solution           | 4. Production Readiness | 5. Production                     | 6. Close              |
|-----------------------------|-------------------------------------|-------------------------------|-------------------------|-----------------------------------|-----------------------|
| 1.1 Initial Coordination    | 2.1 Solution Orientation            | 3.1 Initial System Deployment | 4.1 Solution Validation | 5.1 Go Live                       | 6.1 Phase Close Out   |
| 1.2 Project/Phase Planning  | 2.2 Current & Future State Analysis | 3.2 Configuration             | 4.2 Go Live Readiness   | 5.2 Transition to Client Services | 6.2 Project Close Out |
| 1.3 Infrastructure Planning | 2.3 Modification Analysis           | 3.3 Process Refinement        | 4.3 End User Training   | 5.3 Post Go Live Activities       |                       |
| 1.4 Stakeholder Meeting     | 2.4 Conversion Assessment           | 3.4 Conversion Delivery       |                         |                                   |                       |
| 1.5 GIS Planning*           | 2.5 Data Assessment                 | 3.5 Data Delivery             |                         |                                   |                       |
|                             |                                     | 3.6 Modifications*            |                         |                                   |                       |

*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*



## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

| STAGE 1                                                                                 | Initial Coordination |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager    | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Tyler project team is assigned                                                          | A                    | R                      | C               | I                         | I            | I                     | I                  |                 | I                 |                    | I               |                  |                         |                               |                  |           |                 |
| City project team is assigned                                                           |                      |                        |                 |                           |              |                       |                    |                 | A                 | I                  | R               | I                | I                       | I                             |                  |           |                 |
| Provide initial project documents to the City                                           |                      | A                      | R               | C                         |              |                       | C                  |                 | I                 |                    | I               |                  |                         |                               |                  |           |                 |
| Gather preliminary information requested                                                |                      |                        | I               |                           |              |                       |                    |                 | A                 |                    | R               | C                |                         | C                             |                  | C         | C               |
| Sales to implementation knowledge transfer                                              |                      | A                      | R               | I                         | I            | I                     | I                  |                 |                   |                    | I               |                  |                         |                               |                  |           |                 |
| Create Project Portal to store project artifacts and facilitate communication           |                      | A                      | R               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                               |                  |           |                 |



|                      |                                   |
|----------------------|-----------------------------------|
| Inputs               | Contract documents                |
|                      | Statement of Work                 |
| Outputs/Deliverables | Working initial project documents |
|                      | Project portal                    |

#### Work package assumptions:

- Project activities begin after the agreement has been fully executed.

### 6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

| STAGE 1                                                                                 | Project/Phase Planning |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                  |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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|                                                                                         |                        |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|                                                                                         |                        |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|                                                                                         |                        |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|                                                                                         |                        |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
| Schedule and conduct planning session(s)                                                |                        | A                      | R               |                           |              |                       |                    |                 | I                 |                    | C               | C                | I                       |                               |                  |           |                 |



|                                  |  |   |   |   |   |   |   |  |   |   |   |   |   |   |   |  |   |
|----------------------------------|--|---|---|---|---|---|---|--|---|---|---|---|---|---|---|--|---|
| Develop Project Management Plan  |  | A | R |   |   |   |   |  | I |   | C | C | I |   |   |  |   |
| Develop initial project schedule |  | A | R | I | I | I | I |  | I | I | C | C | I | I | C |  | I |

|        |                                |
|--------|--------------------------------|
| Inputs | Contract documents             |
|        | Statement of Work              |
|        | Guide to Starting Your Project |

| Outputs / Deliverables |                          | Acceptance Criteria [only] for Deliverables                                                     |
|------------------------|--------------------------|-------------------------------------------------------------------------------------------------|
|                        | Project Management Plan  | Delivery of document                                                                            |
|                        | Project Operational Plan | Delivery of document                                                                            |
|                        | Initial Project Schedule | City provides acceptance of schedule based on resource availability, project budget, and goals. |

#### Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. The City is responsible for the installation, setup and maintenance of all peripheral devices.

#### Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

| STAGE 1                                                                                 | Infrastructure Planning |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                        |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                   |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                        |                  |           |                 |
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| Initial Infrastructure Communication                                                    |                         | A                      | R               |                           | C            |                       | C                  |                 |                   |                    | C               |                  |                         |                        |                  |           | C               |
| Schedule Environment Availability                                                       |                         | A                      | R               |                           |              |                       | C                  |                 |                   |                    | I               |                  |                         |                        |                  |           |                 |

|        |                                     |
|--------|-------------------------------------|
| Inputs | Initial Infrastructure Requirements |
|--------|-------------------------------------|



|                        |                                       |                                             |
|------------------------|---------------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                       | Acceptance Criteria [only] for Deliverables |
|                        | Completed Infrastructure Requirements | Delivery of Requirements                    |

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

#### Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

| STAGE 1                                                                                 | Stakeholder Meeting                     |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-----------------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                                   |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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|                                                                                         | I                                       | A                      | R               | I                         | I            |                       |                    |                 | I                 | I                  | C               |                  | I                       |                               |                  |           |                 |
|                                                                                         |                                         | I                      | C               |                           |              |                       |                    |                 | A                 |                    | R               |                  | C                       |                               |                  |           |                 |
|                                                                                         | I                                       | A                      | R               | I                         | I            |                       |                    |                 | I                 | I                  | C               | I                | I                       | I                             | I                | I         | I               |
|                                                                                         | Create Stakeholder Meeting Presentation |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
| Review Stakeholder Meeting Presentation                                                 |                                         |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
| Perform Stakeholder Meeting Presentation                                                |                                         |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |

|        |                         |
|--------|-------------------------|
| Inputs | Agreement               |
|        | SOW                     |
|        | Project Management Plan |

|                        |                                  |                                             |
|------------------------|----------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                  | Acceptance Criteria [only] for Deliverables |
|                        | Stakeholder Meeting Presentation |                                             |

#### Work package assumptions:

- None





### 6.1.5 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

#### Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

#### Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete

## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

#### Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

|         |                      |      |
|---------|----------------------|------|
| STAGE 2 | Solution Orientation |      |
|         | Tyler                | City |



|                                                                                         |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Provide pre-requisites                                                                  |                   |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                              | I                |           | I               |
| Complete pre-requisites                                                                 |                   |                        |                 |                           |              |                       |                    |                 |                   |                    | A               | R                |                         | C                              |                  |           | C               |
| Conduct orientation                                                                     |                   |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                              | I                |           | I               |

|        |                                |
|--------|--------------------------------|
| Inputs | Solution orientation materials |
|        | Training Plan                  |

## 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

|         |                                 |      |
|---------|---------------------------------|------|
| STAGE 2 | Current & Future State Analysis |      |
|         | Tyler                           | City |



|                                                                                         |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
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| Current State process review                                                            |                   |                        | A               | R                         | I            | I                     | I                  |                 |                   |                    | C               | C                | C                       | C                              |                  |           | C               |
| Discuss future-state options                                                            |                   |                        | A               | R                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                              |                  |           | C               |
| Make future-state decisions (non-COTS)                                                  |                   |                        | C               | C                         | C            | C                     | C                  |                 |                   |                    | A               | R                | I                       | C                              |                  |           | C               |
| Document anticipated configuration options required to support future state             |                   |                        | A               | R                         | C            | C                     | C                  |                 |                   |                    | I               | I                | I                       | I                              |                  |           | I               |

|        |                                  |
|--------|----------------------------------|
| Inputs | City current state documentation |
|        | Solution Orientation completion  |

|                        |                                                                                                                  |                                             |
|------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                                                                                                  | Acceptance Criteria [only] for Deliverables |
|                        | Documentation that describes future-state decisions and configuration options to support future-state decisions. | Delivery of document                        |

#### Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

### 6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

#### Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.



| STAGE 2                                                                                 | Data Conversion Assessment |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|----------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                      |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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| Extract Data from Source Systems                                                        |                            |                        | I               |                           | C            |                       |                    |                 |                   |                    | A               |                  |                         |                               |                  |           | R               |
| Review and Scrub Source Data                                                            |                            |                        | I               | I                         | I            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           | I               |
| Build/Update Data Conversion Plan                                                       |                            |                        | R               | C                         | C            |                       |                    |                 |                   |                    | C               | I                | I                       | I                             |                  |           | I               |

|        |                                               |
|--------|-----------------------------------------------|
| Inputs | City Source data                              |
|        | City Source data Documentation (if available) |

|                        |                                    |                                                        |
|------------------------|------------------------------------|--------------------------------------------------------|
| Outputs / Deliverables |                                    | Acceptance Criteria [only] for Deliverables            |
|                        | Data Conversion Plan built/updated | City Acceptance of Data Conversion Plan, if Applicable |

#### Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

### 6.2.4 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.



- Data conversion plan built.

## 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

#### Objectives:

- All licensed software is installed and operational.
- The City can access the software.

| STAGE 3                                                                                 | Initial System Deployment (Hosted/SaaS) * |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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|                                                                                         | Tyler                                     |                        |                 |                           |              |                       |                    | City            |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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| Prepare hosted environment                                                              |                                           |                        | A               |                           |              |                       | R                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | C               |
| Install Licensed Software for Included Environments                                     |                                           |                        | A               |                           |              |                       | R                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | C               |
| Install Licensed Software on City Devices (if applicable)                               |                                           |                        | I               |                           |              |                       | C                  |                 |                   |                    | A               |                  |                         |                                      |                  |           | R               |
| Tyler System Administration Training (if applicable)                                    |                                           |                        | A               |                           |              |                       | R                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | C               |

|                        |  |                                             |
|------------------------|--|---------------------------------------------|
| Outputs / Deliverables |  | Acceptance Criteria [only] for Deliverables |
|------------------------|--|---------------------------------------------|



|                                                                |                        |
|----------------------------------------------------------------|------------------------|
| Licensed Software is Installed on the Server(s)                | Software is accessible |
| Licensed Software is Installed on City Devices (if applicable) | Software is accessible |
| Installation Checklist/System Document                         |                        |

#### Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

#### Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

| STAGE 3                                                                                 | Configuration     |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
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|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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| Conduct configuration training                                                          |                   |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | C                |                         | C                             |                  |           |                 |
| Complete Tyler configuration tasks (where applicable)                                   |                   |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                             |                  |           |                 |
| Complete City configuration tasks (where applicable)                                    |                   |                        | I               | C                         |              |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Standard interfaces configuration and training (if applicable)                          |                   |                        | A               | R                         |              |                       | C                  |                 |                   |                    | I               | C                |                         | C                             |                  |           | C               |
| Updates to Solution Validation testing plan                                             |                   |                        | C               | C                         |              |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           | C               |



|        |                                                                                                                  |
|--------|------------------------------------------------------------------------------------------------------------------|
| Inputs | Documentation that describes future state decisions and configuration options to support future state decisions. |
|--------|------------------------------------------------------------------------------------------------------------------|

|                        |                   |                                             |
|------------------------|-------------------|---------------------------------------------|
| Outputs / Deliverables |                   | Acceptance Criteria [only] for Deliverables |
|                        | Configured System |                                             |

#### Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

#### Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

| STAGE 3                                                                                 | Process Refinement |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|-----------------------------------------------------------------------------------------|--------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler              |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                                      |                  |           |                 |
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| Conduct process training                                                                |                    |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | C                | I                       | C                                    |                  |           |                 |
| Confirm process decisions                                                               |                    |                        | I               | C                         |              |                       |                    |                 |                   | A                  | R               | C                | I                       | C                                    |                  |           |                 |
| Test configuration                                                                      |                    |                        | I               | C                         |              |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Refine configuration (City Responsible)                                                 |                    |                        | I               | C                         |              |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Refine configuration (Tyler Responsible)                                                |                    |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                                    |                  |           |                 |





|                                                            |  |  |   |   |  |  |   |  |  |  |   |   |  |   |  |  |   |
|------------------------------------------------------------|--|--|---|---|--|--|---|--|--|--|---|---|--|---|--|--|---|
| Validate interface process and results                     |  |  | I | C |  |  | C |  |  |  | A | R |  | C |  |  | C |
| Update City-specific process documentation (if applicable) |  |  | I | C |  |  |   |  |  |  | A | R |  | C |  |  |   |
| Updates to Solution Validation testing plan                |  |  | C | C |  |  |   |  |  |  | A | R |  | C |  |  | C |

|        |                                                                                                                  |
|--------|------------------------------------------------------------------------------------------------------------------|
| Inputs | Initial Configuration                                                                                            |
|        | Documentation that describes future state decisions and configuration options to support future state decisions. |
|        | Solution validation test plan                                                                                    |

|                        |                                                                   |                                             |
|------------------------|-------------------------------------------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                                                   | Acceptance Criteria [only] for Deliverables |
|                        | Updated solution validation test plan                             |                                             |
|                        | Completed City-specific process documentation (completed by City) |                                             |

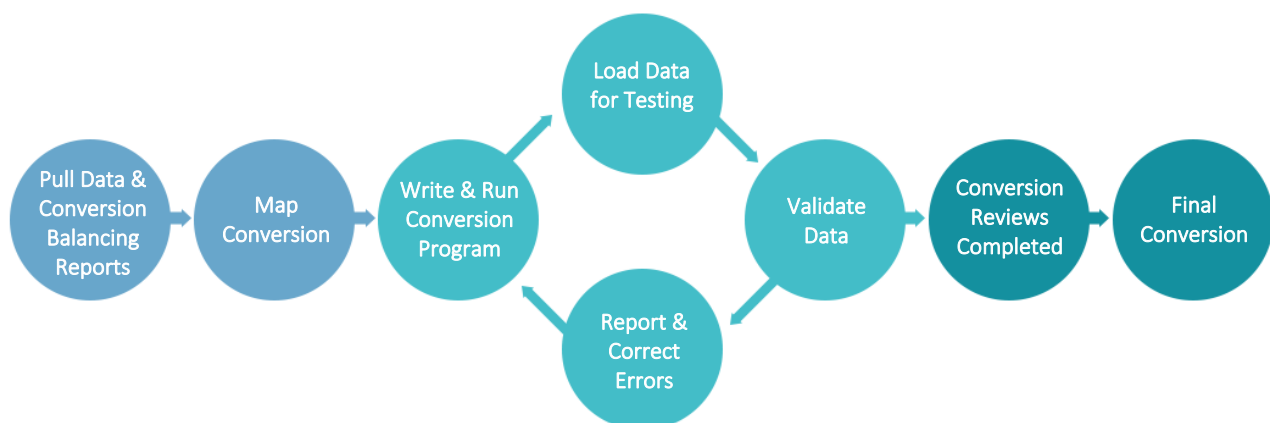
#### Work package assumptions:

- None

### 6.3.4 Conversion Delivery

The purpose of this task is to transition the City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



## Objectives:

- Data is ready for production (Conversion).

| STAGE 3                                                                                    | Data Delivery & Conversion |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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|                                                                                            | Tyler                      |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                                      |                  |           |                 |
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| Provide data crosswalks/code mapping tool                                                  |                            |                        | A               | C                         | R            |                       |                    |                 |                   |                    | I               | I                |                         | I                                    |                  |           |                 |
| Populate data crosswalks/code mapping tool                                                 |                            |                        | I               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Iterations: Conversion Development                                                         |                            |                        | A               | C                         | R            |                       |                    |                 |                   |                    | I               |                  |                         |                                      |                  |           | I               |
| Iterations: Deliver converted data                                                         |                            |                        | A               |                           | R            |                       | I                  |                 |                   |                    | I               |                  |                         |                                      |                  |           | I               |
| Iterations: Proof/Review data and reconcile to source system                               |                            |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           | C               |

|        |                      |
|--------|----------------------|
| Inputs |                      |
|        | Data Conversion Plan |
|        | Configuration        |

|                        |                                          |                                                         |
|------------------------|------------------------------------------|---------------------------------------------------------|
| Outputs / Deliverables |                                          | Acceptance Criteria [only] for Deliverables             |
|                        | Code Mapping Complete / Validated        |                                                         |
|                        | Conversion Iterations / Reviews Complete | Conversion complete, verified, and ready for final pass |

## Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.



- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

### 6.3.5 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

**Prepare Solution Stage Deliverables:**

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

**Prepare Solution Stage Acceptance Criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

**Objectives:**

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

|         |                     |      |
|---------|---------------------|------|
| STAGE 4 | Solution Validation |      |
|         | Tyler               | City |



|                                                                                         |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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| Update Solution Validation plan                                                         |                   |                        | A               | R                         | C            |                       |                    |                 |                   |                    | C               | C                |                         | C                                    |                  |           |                 |
| Update test scripts (as applicable)                                                     |                   |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Perform testing                                                                         |                   |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Document issues from testing                                                            |                   |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                                    |                  |           |                 |
| Perform required follow-up on issues                                                    |                   |                        | A               | R                         | C            |                       |                    |                 |                   |                    | C               | C                |                         | C                                    |                  |           |                 |

|        |                                                                                  |
|--------|----------------------------------------------------------------------------------|
| Inputs | Solution Validation plan                                                         |
|        | Completed work product from prior stages (configuration, business process, etc.) |

|                        |                            |                                             |
|------------------------|----------------------------|---------------------------------------------|
| Outputs / Deliverables |                            | Acceptance Criteria [only] for Deliverables |
|                        | Solution Validation Report | City updates report with testing results    |

#### Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

### 6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

#### Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

|         |                   |      |
|---------|-------------------|------|
| STAGE 4 | Go-Live Readiness |      |
|         | Tyler             | City |



|                                                                                         |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
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| Perform Readiness Assessment                                                            | I                 | A                      | R               | C                         | C            | I                     | C                  | I               | I                 | I                  | I               |                  | I                       |                                      |                  |           | I               |
| Conduct Go-Live planning session                                                        |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | C                       | C                                    | C                |           | C               |
| Order peripheral hardware (if applicable)                                               |                   |                        | I               |                           |              |                       |                    |                 |                   | A                  | R               |                  |                         |                                      |                  |           | C               |
| Confirm procedures for Go-Live issue reporting & resolution                             |                   | A                      | R               | I                         | I            | I                     | I                  |                 |                   |                    | C               | C                | I                       | I                                    | I                | I         | I               |
| Develop Go-Live checklist                                                               |                   | A                      | R               | C                         | C            |                       |                    |                 |                   |                    | C               | C                | I                       | C                                    |                  |           | C               |
| Final system infrastructure review (where applicable)                                   |                   |                        | A               |                           |              |                       | R                  |                 |                   |                    | C               |                  |                         |                                      |                  |           | C               |

|        |                        |
|--------|------------------------|
| Inputs | Future state decisions |
|        | Go-live checklist      |

|                        |                           |                                                                     |
|------------------------|---------------------------|---------------------------------------------------------------------|
| Outputs / Deliverables |                           | Acceptance Criteria [only] for Deliverables                         |
|                        | Updated go-live checklist | Updated Action plan and Checklist for go-live delivered to the City |

#### Work package assumptions:

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

#### Objectives:

- End users are trained on how to use the software prior to go-live.



- The City is prepared for on-going training and support of the application.

| STAGE 4                                                                                 | End User Training |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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| Update training plan                                                                    |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               |                  | I                       |                               | C                |           |                 |
| End User training (Tyler-led)                                                           |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | I                       | C                             | C                | C         |                 |
| Train-the-trainer                                                                       |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | I                       | C                             |                  |           |                 |
| End User training (City-led)                                                            |                   |                        | C               | C                         |              |                       |                    |                 |                   |                    | A               | R                | I                       | C                             | C                | C         |                 |

|        |                                                |
|--------|------------------------------------------------|
| Inputs | Training Plan                                  |
|        | List of End Users and their Roles / Job Duties |
|        | Configured Tyler System                        |

|                        |                   |                                             |
|------------------------|-------------------|---------------------------------------------|
| Outputs / Deliverables |                   | Acceptance Criteria [only] for Deliverables |
|                        | End User Training | City signoff that training was delivered    |

#### Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

#### 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

#### Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

#### Production Readiness stage acceptance criteria:



- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

#### Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

| STAGE 5                                                                                 | Go-Live           |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
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|                                                                                         |                   |                        | C               |                           | C            |                       |                    |                 |                   |                    | A               |                  |                         |                               |                  |           | R               |
|                                                                                         |                   |                        | A               | C                         | R            |                       |                    |                 |                   |                    | I               | C                |                         | C                             |                  |           | C               |
|                                                                                         |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |





|                                                                   |  |  |   |   |   |   |  |   |  |   |   |   |   |   |  |   |   |  |
|-------------------------------------------------------------------|--|--|---|---|---|---|--|---|--|---|---|---|---|---|--|---|---|--|
| environment, if applicable                                        |  |  |   |   |   |   |  |   |  |   |   |   |   |   |  |   |   |  |
| Proof final converted data, if applicable                         |  |  | C | C | C |   |  |   |  |   | A | R |   | C |  |   |   |  |
| Complete Go-Live activities as defined in the Go-Live action plan |  |  | C | C | C |   |  |   |  | A | R | C | I | C |  |   |   |  |
| Provide Go-Live assistance                                        |  |  | A | R | C | C |  | I |  |   | C | C | I | C |  | I | C |  |

|        |                                       |
|--------|---------------------------------------|
| Inputs | Comprehensive Action Plan for Go-Live |
|        | Final source data (if applicable)     |

|                        |                                             |                                                           |
|------------------------|---------------------------------------------|-----------------------------------------------------------|
| Outputs / Deliverables |                                             | Acceptance Criteria [only] for Deliverables               |
|                        | Data is available in production environment | City confirms data is available in production environment |

#### Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.

## 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

#### Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

|         |                               |      |
|---------|-------------------------------|------|
| STAGE 5 | Transition to Client Services |      |
|         | Tyler                         | City |



|                                                                                         |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Transfer City to Client Services and review issue reporting and resolution processes    | I                 | I                      | A               | I                         | I            |                       |                    | R               | I                 | I                  | C               | C                |                         | C                              |                  |           |                 |
| Review long term maintenance and continuous improvement                                 |                   |                        | A               |                           |              |                       |                    | R               |                   |                    | C               | C                |                         | C                              |                  |           |                 |

|        |                       |
|--------|-----------------------|
| Inputs | Open item/issues List |
|--------|-----------------------|

|                        |                                  |                                             |
|------------------------|----------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                  | Acceptance Criteria [only] for Deliverables |
|                        | Client Services Support Document |                                             |

#### Work package assumptions:

- No material project issues remain without assignment and plan.

### 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

#### Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

|         |                         |      |
|---------|-------------------------|------|
| STAGE 5 | Post Go-Live Activities |      |
|         | Tyler                   | City |



|                                                                                         |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                      |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------------|------------------|-----------|-----------------|
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power Users) | Department Heads | End Users | Technical Leads |
| Schedule contracted activities that are planned for delivery after go-live              |                   | A                      | R               | C                         | C            | C                     | C                  | I               |                   |                    | C               | C                | I                       | C                                    |                  |           | C               |
| Determine resolution plan in preparation for phase or project close out                 |                   | A                      | R               | C                         | C            | C                     |                    | I               |                   |                    | C               | C                | I                       | C                                    |                  |           |                 |

|        |                                 |
|--------|---------------------------------|
| Inputs | List of post Go-Live activities |
|--------|---------------------------------|

|                        |                    |                                             |
|------------------------|--------------------|---------------------------------------------|
| Outputs / Deliverables |                    | Acceptance Criteria [only] for Deliverables |
|                        | Updated issues log |                                             |

#### Work package assumptions:

- System is being used in a live production state.

### 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



## 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

### Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

| STAGE 6                                                                                 | Phase Close Out   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power | Department Heads | End Users | Technical Leads |
| Reconcile project budget and status of contract Deliverables                            | I                 | A                      | R               |                           |              |                       |                    |                 | I                 | I                  | C               |                  |                         |                               |                  |           |                 |
| Hold post phase review meeting                                                          |                   | A                      | R               | C                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                             |                  |           | C               |
| Release phase-dependent Tyler project resources                                         | A                 | R                      | I               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                               |                  |           |                 |

| Participants | Tyler                                                       | City                                           |
|--------------|-------------------------------------------------------------|------------------------------------------------|
|              | Project Leadership                                          | Project Manager                                |
|              | Project Manager                                             | Project Sponsor(s)                             |
|              | Implementation Consultants                                  | Functional Leads, Power Users, Technical Leads |
|              | Technical Consultants (Conversion, Deployment, Development) |                                                |
|              | Client Services                                             |                                                |

| Inputs | Contract          |
|--------|-------------------|
|        | Statement of Work |
|        | Project artifacts |

| Outputs / Deliverables                    | Acceptance Criteria [only] for Deliverables |
|-------------------------------------------|---------------------------------------------|
| Final action plan (for outstanding items) |                                             |
| Reconciliation Report                     |                                             |
| Post Phase Review                         |                                             |



### Work package assumptions:

- Tyler deliverables for the phase have been completed.

## 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

### Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

| STAGE 6                                                                                 | Project Close Out |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                                |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|--------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | City              |                    |                 |                  |                         |                                |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (Power) | Department Heads | End Users | Technical Leads |
| Conduct post project review                                                             |                   | A                      | R               | C                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                              |                  |           | C               |
| Deliver post project report to City and Tyler leadership                                | I                 | A                      | R               |                           |              |                       |                    |                 | I                 | I                  | C               |                  |                         |                                |                  |           |                 |
| Release Tyler project resources                                                         | A                 | R                      | I               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                                |                  |           |                 |

|        |                   |
|--------|-------------------|
| Inputs | Contract          |
|        | Statement of Work |

|                        |                     |                                                                                                          |
|------------------------|---------------------|----------------------------------------------------------------------------------------------------------|
| Outputs / Deliverables |                     | Acceptance Criteria [only] for Deliverables                                                              |
|                        | Post Project Report | City acceptance: Completed report indicating all project Deliverables and milestones have been completed |

### Work package assumptions:

- All project implementation activities have been completed and approved.



- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.
- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

### 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.



## 7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)





## 7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.



## 8. Glossary

| Word or Term                                   | Definition                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Acceptance</b>                              | Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.                                                                                                                                                                                                                                                |
| <b>Accountable</b>                             | The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]                                                                                                                                                  |
| <b>Application</b>                             | A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.                                                                                                                                                                                                                     |
| <b>Application Programming Interface (API)</b> | A defined set of tools/methods to pass data to and received data from Tyler software products                                                                                                                                                                                                                                                  |
| <b>Agreement</b>                               | This executed legal contract that defines the products and services to be implemented or performed.                                                                                                                                                                                                                                            |
| <b>Business Process</b>                        | The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.                                                                                                                                                                                                                       |
| <b>Business Requirements Document</b>          | A specification document used to describe Client requirements for contracted software modifications.                                                                                                                                                                                                                                           |
| <b>Change Request</b>                          | A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.                                                                                                                                                            |
| <b>Change Management</b>                       | Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes                                                                                                                                                                                                          |
| <b>Code Mapping [where applicable]</b>         | An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue]. |
| <b>Consulted</b>                               | Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]                                                                                                                                                                                                               |
| <b>Control Point</b>                           | This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.                                                                                                                                                    |
| <b>Data Mapping [where applicable]</b>         | The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.                                                                          |
| <b>Deliverable</b>                             | A verifiable document or service produced as part of the Project, as defined in the work packages.                                                                                                                                                                                                                                             |
| <b>Go-Live</b>                                 | The point in time when the Client is using the Tyler software to conduct daily operations in Production.                                                                                                                                                                                                                                       |
| <b>Informed</b>                                | Those who are kept up to date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]                                                                                                                                                                             |



|                              |                                                                                                                                                                                                                                                                                                                               |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Infrastructure</b>        | The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.                                                                                                                                                                                           |
| <b>Interface</b>             | A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.                |
| <b>Integration</b>           | A standard exchange or sharing of common data within the Tyler system or between Tyler applications                                                                                                                                                                                                                           |
| <b>Legacy System</b>         | The software from which a client is converting.                                                                                                                                                                                                                                                                               |
| <b>Modification</b>          | Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.                                                                                                                                                         |
| <b>On-site</b>               | Indicates the work location is at one or more of the client's physical office or work environments.                                                                                                                                                                                                                           |
| <b>Organizational Change</b> | The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.                                                                                                                                                            |
| <b>Output</b>                | A product, result or service generated by a process.                                                                                                                                                                                                                                                                          |
| <b>Peripheral devices</b>    | An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.                                                                                                                                                                                                |
| <b>Phase</b>                 | A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned. |
| <b>Project</b>               | The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.                                                                                                                                                                                     |
| <b>RACI</b>                  | A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).                                  |
| <b>Remote</b>                | Indicates the work location is at one or more of Tyler's physical offices or work environments.                                                                                                                                                                                                                               |
| <b>Responsible</b>           | Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]                                                                                                                                                                                                                 |
| <b>Scope</b>                 | Products and services that are included in the Agreement.                                                                                                                                                                                                                                                                     |



|                                       |                                                                                                                                                                    |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Solution</b>                       | The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies. |
| <b>Stage</b>                          | The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.                                                                  |
| <b>Standard</b>                       | Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.                                               |
| <b>Statement of Work (SOW)</b>        | Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.                                   |
| <b>System</b>                         | The collective group of software and hardware that is used by the organization to conduct business.                                                                |
| <b>Test Scripts</b>                   | The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.                |
| <b>Training Plan</b>                  | Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.                      |
| <b>Validation (or to validate)</b>    | The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.                                             |
| <b>Work Breakdown Structure (WBS)</b> | A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.                                                          |
| <b>Work Package</b>                   | A group of related tasks within a project.                                                                                                                         |



# Part 4: Appendices

## 9. Conversion

### 9.1 Enterprise ERP Conversion Summary

#### 9.1.1 Asset Maintenance

##### 9.1.1.1 Work Order Assets

- Asset Maintenance tables for all work order asset types. These tables contain the detail of the asset based on the type e.g. Equipment, infrastructure, fleet etc. With one of the 2 optional:

##### 9.1.1.2 Closed Work Order History No Cost Data

- Work Order History with no cost data, this is the basic work order information, the work order number, comments, contacts, description, user defined fields.

##### 9.1.1.3 Work Order History with Cost Data

- Work Order History with cost data, everything included in option 2 but integrated with several other Enterprise ERP modules such as Inventory or Human Resources Management, linking employee numbers, customer number, Inventory items, etc.



10. Additional Appendices



# 11. Project Timeline

## 11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

### PROJECT TIMELINE



| Phase | Functional Area(s)          | Modules                                                                                                    | Start Date                                                                        | Go-Live Date                                                                       |                                                            |
|-------|-----------------------------|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------|
| 4     | Enterprise Asset Management | <ul style="list-style-type: none"><li>Asset Maintenance and Performance</li><li>Inventory Mobile</li></ul> | Feb 2025<br><br><i>or as defined in the Project Plan and mutually agreed upon</i> | July 2025<br><br><i>or as defined in the Project Plan and mutually agreed upon</i> | Phase Months:<br><br>5<br><br>Average Days/Month:<br><br>6 |







# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1166

Agenda Conference

12/9/2024

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

AWARD OF CONTRACT FOR RFP NO. 24-057 - MODULAR SHELTERS FOR IMMEDIATE, SHORT, AND MID-TERM HOUSING

**RECOMMENDATION:**

That City Council award a contract to Pallet PBC for the Request for Proposal (RFP) No. 24-057 Modular Shelters for Immediate, Short and Mid-Term Housing in an amount not to exceed \$1,011,000. Further, that City Council authorize the Mayor's Office to take actions necessary to execute and administer the contract, consistent with the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The last point in time count for Escambia/Santa Rosa Counties showed 1,123 unhoused persons. Of this number 123 are veterans and 96 are unaccompanied youths under the age of 18. The City Council initially allocated \$3,000,000 of the City's American Rescue Plan Act (ARPA) funding to try to address this problem. There is approximately \$1,011,000 remaining of these funds. The award of this contract will allow the City to contract with a firm to install modular shelters at locations run by non-governmental operations that are capable of sustaining these shelters and providing for wrap-around services.

**PRIOR ACTION:**

June 17, 2021 - City Council appropriated funding in relation to ARPA for the recovery of revenue loss, grant compliance and administration and facility improvements.

July 15, 2021 - City Council appropriated funding in relation to ARPA for premium pay and employee vaccination incentive pay.

August 12, 2021 - City Council appropriated funding in relation to ARPA for the design and construction of the skateboard park at the Hollice T. Williams Park.

August 12, 2021 - City Council appropriated funding in relation to ARPA for Stormwater, Drainage, and Sewer Abatement and Citizen Assistance.

November 18, 2021 - City Council appropriated funding in relation to premium pay for City employees.

February 10, 2022 - City Council transferred \$150,000 from the Marina project for the closure of the I-110 camp.

May 12, 2022 - City Council transferred \$127,000 from a Marina project to the Baylen Slip project and adopted a Supplemental Budget Amendment resolution affecting the same.

July 21, 2022 - City Council transferred \$211,475 from the Scenic Highway land purchase project to fund 50% of a restroom facility on Palafox.

October 13, 2022 - City County transferred \$75,000 from various projects to fund the Studer Community Institute's initiative The Spring.

April 22, 2024 - City Council reallocated funding from various projects for the Mooring Field/Breakwater Study, the Amtrak Center Remodel, the Emergency Management Plan Rewrite and the Deferred Maintenance in Parks and Centers Analysis.

August 8, 2024 – City Council reallocated funding from various projects to fund the Phase II of the Land Development Code Re-write.

October 24, 2024 - City Council reallocated funding to pay for facility reorganizations and security upgrades at City Hall.

**FUNDING:**

|         |                    |                                     |
|---------|--------------------|-------------------------------------|
| Budget: | \$1,011,000        | ARPA Homelessness Reduction Funding |
| Actual: | <u>\$1,011,000</u> |                                     |
|         | \$1,011,000        | TOTAL                               |

**FINANCIAL IMPACT:**

Award of this contract will utilize funding setaside in the American Rescue Plan Act (ARPA) for homelessness reduction.

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

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
Amy Lovoy, Finance Director

Meredith Reeves, Housing Administrator

**ATTACHMENTS:**

1. Pallet PBC - Overview

**PRESENTATION:** No

# PALLET OVERVIEW

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Pallet PBC, a Public Benefit Corporation, designs and manufactures rapidly deployable, reusable, and scalable shelter solutions for homelessness and disaster response. Our shelter villages are designed to address the human displacement crisis by meeting the immediate needs of displaced populations and the workforces there to serve them. Through close collaboration with cities, counties, provinces, states, non-profits, tribal governments, and faith-based organizations, Pallet has established more than 116 shelter communities since our founding in 2016.

Like the City of Pensacola, we are committed to providing solutions and services for unhoused populations. Our approach is captured in our dual mission to shelter displaced people and to provide people with stable employment and growth opportunities.

As a fair chance employer, many of our employees have experienced homelessness, recovery from substance use disorder, or involvement in the criminal legal system and have found stability through meaningful employment. The lived experience of our employees has impacted our business in a positive way. We invest in people to maximize the potential of our employees by providing job and life skills training as well as personal support programs. We are a Certified Living Wage employer.

Pallet has created a transitional employment model to support people with lived experience. We provide avenues for careers with a living wage through our 9-month pre-apprenticeship training program. Pallet pays the employee for 40 hours per week: 32 hours are committed to manufacturing shelters and 8 hours are dedicated to an off-site pre-apprenticeship program. After completion of the training course, employees will transition into new jobs by entering a formal apprenticeship, working for partner employers, or continue with Pallet in a specific growth plan.



# PROPOSED SOLUTION

Pallet® is The Leader in Rapid-Response Shelter Villages®. Our villages are designed to meet the needs of displaced people and those suffering from unsheltered homelessness.

Pallet is uniquely qualified to address your unique shelter needs and project timelines. Our experience deploying shelter communities across North America and our ability to manufacture 7-10 units per day makes us unmatched in emergency shelter production. Further, our shelters are designed and built in North America by a team with lived experience.

Pallet holds a patent on our shelter design in both the U.S. and Canada. Our shelters utilize structural composite panels, including our unique wall connector plates, bolts, and interlocking panels that create a sturdy, durable connection. This design provides superior shear strength at the wall-to-wall connection points without metal studs in the walls or roof system.

Our polypropylene panels are resistant to mold, mildew and rot, which makes them durable even in high-moisture climates. The panels are additionally formulated with a UV-resistant treatment, leading to resilience in the presence of constant sun exposure. Additionally, jurisdictions with high wind speeds benefit from our engineered design that incorporates a continuous load path from roof to floor, giving our shelters a 170 mph Exposure B Wind Rating and 155 mph Exposure C Wind Rating.

With climate control options, electrical connections, integrated shelving, fire safety equipment, and optional beds and desks, Pallet produces the only available turn-key shelter solution that can be rapidly deployed on a large scale to address the human displacement crisis.

We have worked with communities just like yours and have the experience to support the City of Pensacola with safe, secure shelters for unhoused members of your community. We can also provide hygiene units necessary to meet the needs of Pallet village residents. The products we propose for this project and their specifications are outlined below. In Appendix A we include full product specifications sheets for both our 70 sq. ft. and 120 sq. ft. Sleeper shelters and our proposed Hygiene units.

It is important to note that our current 70-square-foot shelter, as shown in the following product specifications, allows for just one bed. We do offer two bed sizes: one for a single individual and a queen size bed for couples. Our engineering team is prepared to modify our design and the location of our heater/A/C unit within the shelter so that two beds can be accommodated. This change can be completed within twelve (12) weeks of the contract award date.

Your project will be supported by an experienced and dedicated team. Team bios are located in Appendix B.

- Greg Millholland, VP of Production & Engineering, is responsible for ensuring that the units are built to meet high quality standards within the timeframe necessary to meet the requirements of this RFP as well as the needs of your community.
- James Bennett manages the deployment of our shelters. He has personally worked on over 65 installations.
- John Baskett will be your point of contact immediately following the contract award. John will work with you to coordinate delivery schedules and address any questions pertaining to site preparation and Pallet products.
- Sarah Al-Khalil, our Customer Service Specialist, will be your point of contact during the warranty period.

## Assembly and Disassembly

Pallet has fabricated, shipped, and assembled over 4,500 structures including both sleeping shelters and hygiene units. Our shelters have been deployed in both the U.S. and Canada. We have set up Pallet communities in 29 states including Florida.

Our shelters are designed and manufactured in our production facility in Everett, Washington. The panelized structures are then packed flat onto pallets and stored ready for shipment. Once shipped to the project site, each unit can be assembled in one hour on any level site with minimal tools. No heavy equipment is required to assemble the structures. Our crew can assemble an entire shelter village in a day.

We understand that not all units will be shipped to the same location or at the same time. We can fulfill your requirement that all units be delivered by November 1, 2026. Shelters and Hygiene units can be shipped within eight (8) to twelve (12) weeks of request and often sooner. We maintain a certain quantity of finished shelters on hand.

An 8,000 lb. (3629kg) forklift with 8-foot (2.7m) forks will be needed onsite for delivery at the responsibility and cost of the customer. Pallet is not responsible for site grading, leveling of shelters, staking to the ground, or electrical connections to the shelters.

## Parts and Repairs Information

After the units are deployed and fully assembled, we will conduct a site walk-through, allowing your team to ensure proper installation of the structures and confirm that the installation is complete. If any work is identified as incomplete, a punch list will be developed and addressed immediately. Once that is completed and approved, your two-year warranty will commence.

During the warranty period and beyond, you will be supported by our Customer Service Specialist, Sarah Al-Khalil. She is your primary contact for any assistance, warranty claims, repairs, and additional supply requests such as mattresses. She is also your main contact for sharing product feedback. You can reach her at support@palletshelter.com. We aim to respond to requests within 24 hours.

## Material Durability and Sustainability

Our S2 Sleeper shelters and Hygiene units are designed and built with sustainability in mind. They can be reused for 15+ years. The polypropylene-based thermoplastic panels at the core of our design are 100% recyclable and are resistant to mold, mildew and rot as stated above. Additional components such as steel flashing and the aluminum used in our base frames, wall studs, and trim pieces are also fully recyclable. The choice to use these materials, as well as our commitment to creating durable, reusable structures built to last in various climates and weather conditions, lead to a significant reduction of waste in our manufacturing process.

Our panel material is a resilient, lightweight, recyclable, engineered thermoplastic composite sandwich panel. The panel is engineered with high glass content skins optimized to provide durability and stiffness at the lowest weight possible. The foam core is manufactured with Herculean™ technology, providing a thermally fused composite structure. The product is hydrophobic, resists corrosion, mildew, degradation, and can be easily cleaned. Both exterior surfaces feature Royal Watson® glossy white finish for long-lasting UV stability and Surlok® bonding technology. BioStat® technology is built into the Royal Watson® surface providing a surface that meets the FDA requirements for direct food contact.

Our shelter panels have a Class C Fire Rating from independent testing under ASTM 84, the same rating expected of residential room interiors per IBC section 803. The skins on our shelter panels have a Class B fire rating.

Our structures meet IBC wind and snow load requirements. Structural analysis for wind loads has found that with site-appropriate anchoring, our standard 70- and 120-square-foot shelter units can withstand up to 155 mph winds, while our Heavy-Duty versions can withstand 170 mph winds.

## Interior Furnishings: Beds, Desk, Shelves/Storage, Mattress Pad, Door Lock

The following items are included within your shelter:

- Bed frame – Powder coated metal mattress foundation frame
- Shelving/storage space
- Operable residential windows
- Lockable exterior door
- High quality foam mattress with water resistant cover
- Reading/task light
- Emergency egress window
- Desk

## Electric Appliances:

### Air Conditioner, Task Light, Smoke/CO detector, Plug-Ins, 120V Electrical Kit w/1500-Watt heater

#### 2,750-Watt Heater

Contractor shall supply and install LPW Series in-wall mounted forced-air electric heaters manufactured by King Electrical Mfg. Company, of the wattage and voltage as indicated on the plans.

King's exclusive dual Pic-A-Watt steel fin elements allow customers to select from a range of wattage options, tailoring the heater to an area's specific heating requirements. Standard with a 3-position Heat/Fan/OFF-DISCONNECT Switch and a fan delay to help dissipate heat from the high-mass steel plate fin elements thereby prolonging heater life and increasing energy efficiency. The high quality built-in thermostat has degrees on the label so temperature selection is easy and accurate.

- **Motor:** Heavy-duty, cast iron, unit bearing, permanently lubricated with 20cc oil reservoir, 1440 RPM. Enclosed impedance protected with intake air cooling motor for increased bearing life.
- **Fan:** High efficiency, dynamically balanced 5-blade aluminum fan. 185 CFM. 15 ft Air Throw.
- **Thermostat:** 1-Pole built-in thermostat 45-80°F operating range.
- **Approvals:** cULus

## A/C Unit (8,000 – 10,000 BTU)

- Whirlpool air conditioner
- **Exceptional Cooling:** This powerful through the wall air conditioner is not suitable for window installation. COOLING FLEXIBILITY: With 8-way directional louvers, 3 fan speeds, 4 operation modes, and a temperature setting range of 62-86F degrees, you can customize your cooling to fit your specific needs. On-board electronic controls are supplemented by a convenient remote control, and an integrated, programmable 24-hour timer completes the customization options.
- **Universal Fit Size:** With dimensions of 20.3" D x 24.2" W x 14.5" H, the Whirlpool Through the Wall fits into sleeves 24.5"-27" wide and comes with a trim kit .
- **Eco and Sleep Function:** Eco Mode conserves energy by turning off the compressor when your desired room temperature is reached. Sleep Mode adjusts the temperature and fan speed to make you more comfortable, using less energy without disturbing your sleep.
- Eco function uses less energy for savings on your utility bill
- Removable and washable air filter with clean filter alert for convenient maintenance
- U.L. listed

## Smoke and Carbon Monoxide Detector

FireX Combination Smoke and Carbon Monoxide Alarm model CUAC10YFEX.

This alarm offers a modern 5" design ideal for all living spaces. Cutting edge technology sends fast alerts and enhanced sensing technology reduces false alarms.

Comprehensively tested and designed to the latest UL standard for safety and reliability, this FireX alarm is powered by a 120V AC with 10-year backup battery, so you never have to change a battery and alerts you to both smoke & carbon monoxide (CO) using a single, cost-effective device. Equipped with end-of-life notifications, the alarm will beep to remind you it's time to replace it 10 years after it is powered. This alarm also has interconnected alarm activation so you never miss an emergency and can get out faster.

## Dimensions of Proposed Units (Product sheets are included in Appendix A of our proposal)

Pallet Hygiene units are designed for comfort, function, and privacy. All Pallet Hygiene units use standard bathroom fixtures and layouts. Each unit is easy to install and maintain, with complete plumbing and power systems in place upon delivery. Adding these facilities to a village is as simple as placing them, installing fixtures, and connecting them to standard infrastructure lines.

Infrastructure Needs

### S2 Sleeper (70 sq. ft.)

Private sleeping shelter for one person or couple  
70 sq. ft. (6.5 m2)  
Footprint Dimensions:  
10'3" W x 7'3" D x 6'9 1/2" to 7'8" H (312.4 cm W x 221 cm D x 207 cm to 233.7 cm)



### S2 Sleeper (120 sq. ft.)

Private sleeping shelter for 2 people, families, or office space  
120 sq. ft. (11.15 m2)  
Footprint Dimensions:  
17'5" W x 7'3" D x 6'9 1/2" to 7'8" H (530.9 cm W x 221 cm D x 207 cm to 233.7 cm)



### 2-Stall Hygiene

Hygiene facility with toilet, sink, and shower  
100 sq. ft. (9.29 m2)  
Footprint Dimensions:  
13'9 1/8" W x 7'9 3/4" D x 7'6" to 8'10" H (421.3 cm W x 238.1 cm D x 228.6 cm to 269.2 cm H)



### Accessible + Half Bath Hygiene

Hygiene facility with accessible layout  
100 sq. ft. (9.29 m2)  
Footprint Dimensions:  
13'9 1/8" W x 7'9 3/4" D x 7'6" to 8'10" H (421.3 cm W x 238.1 cm D x 228.6 cm to 269.2 cm H)





## Infrastructure Needs

Pallet hygiene units are a flexible system that can be installed on a wide variety of surfaces and connected to a number of power sources and standard sewer service lines.

Each hygiene unit comes with a toilet, shower, and sink. A smoke detector/CO monitor is installed in each unit and an emergency egress is incorporated into the design of the structures.

Basic Hygiene units shall have:

- A minimum 100 sq. ft. interior space
- A minimum of a toilet, shower, and sink
- Smoke/CO detector
- Emergency egress
- Compliant with all relevant building codes

## Code Compliance

We have reviewed the City of Pensacola building codes.

**Fire Rating:** Foamed plastic insulation and panel cores are required to have a flame spread index of no greater than 75 92603.3. Our panel material has a class B skin (Flame spread index = 50, smoke development index = 135 per Intertek testing). Our core has a flame spread index of 110-115, and a smoke development index of 190-350. While we fall short of full compliance, we provide easy egress and fire extinguishers in all units.

Our shelters fall within the fire separation distance requirement for type V-B construction.

**Wind:** Our shelters are designed to withstand wind loads of 155 mph to 170 mph exposure, exceeding the 151 mph requirement in the code.

**Electrical:** Our units are designed to comply with the 2023 National Electrical Code (NEC).

**Roof Load:** Our shelters are designed to withstand a superimposed roof load of up to 80 lb. per sq. ft., exceeding the Pensacola Florida code requirement of 20 lb. per sq. ft.

**Safety Glazing:** Windows within a 24" arc of door are required to have safety glazing (2406.2). We use tempered glass for our windows; glazing can be added as needed.

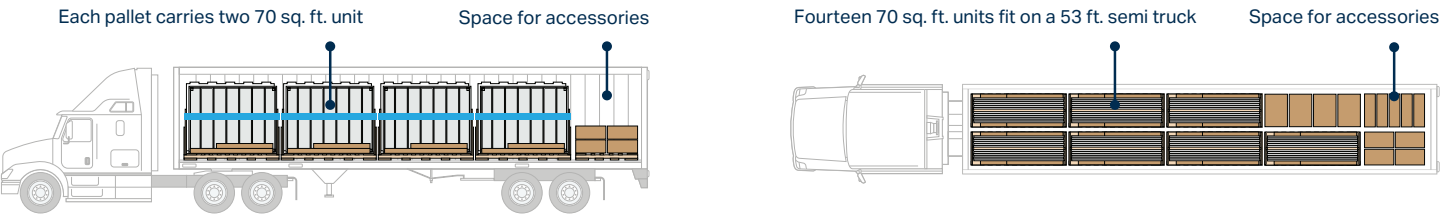
# DELIVERY TIME & LEADS

Pallet is the leader in rapid-response shelter villages. Our standard lead times are eight to twelve weeks, but we can often deliver on a much quicker timeline.

We recognize that though the city estimates purchasing and installing a mixture of individual shelter units and basic hygiene units (between 20-40 shelters and/or 3-5 hygiene units), these quantities may ultimately change. Because we build stock for inventory and have a production capacity of producing 7-10 shelters per day, we can easily accommodate changes to your estimate and respond quickly.

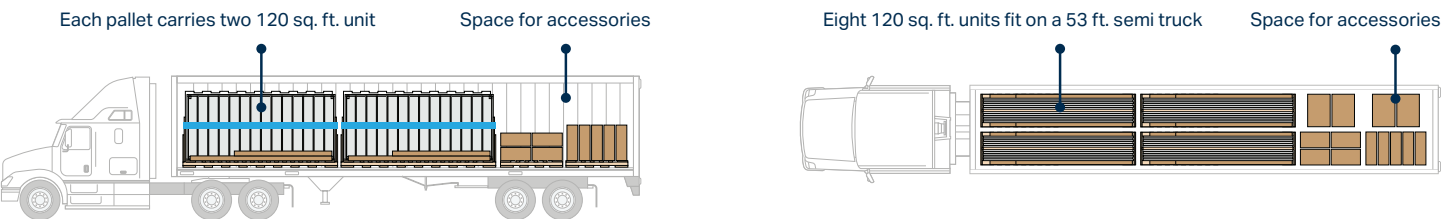
## S2 Sleeper 70

Our S2 Sleeper, the 70-square-foot structure we are proposing for your solution, will ship in a 53-foot trailer truck. Each trailer can hold 14 panelized shelters that will be assembled onsite. The shipping cost per shelter will fluctuate depending on the number of units that will be shipped to each location and when they are shipped. Because all units will not be shipped to the same location or at the same time, with remaining units to be received by November 1, 2026, shipping costs may fluctuate. We have estimated a shipping cost of \$1,200 per unit.



## S2 Sleeper 120

Our 120 square-foot structure has the same lead times as our 70 square-foot structure. Shipping cost per unit are estimated to be \$1,200 per unit as well.



## Hygiene Units

The delivery time for a hygiene unit is eight to twelve weeks. The fabrication of the hygiene units begins once we receive an order. As with the S2 Sleeper, shipping costs can fluctuate based on how many units are shipped per location as well as when the units are shipped. Estimated shipping costs are \$10,000 per unit. We have assumed one to two units will be shipped to each location.

# PRICE

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In response to ADDENDUM #2 questions 5 and 13, we have included four different pricing options based on product selection for Pallet's S2 shelters. Each option includes delivery and installation costs and is priced per unit. The total cost will change depending on the specific product selected and the number of units required. Although we have provided four primary configurations, any combination of unit types and quantities can be customized to best meet the needs of the City of Pensacola.

For comparative purposes, the pricing below assumes the purchase of forty (40) sleeping shelters, three (3) 2-stall hygiene units, and two (2) 2-stall accessible hygiene units. These quantities are adjustable based on the final needs of the project. The Modular Shelter options for the City of Pensacola are listed below:

1. 70 SQ. FT. Sleeper Unit (Single occupancy)
  - Features: 120V 2,750-Watt Heater, A/C 8,000 BTU 120V, 1 Twin Bed, 1 Desk
  - Price: \$17,970
2. 70 SQ.FT. Sleeper Unit (Double occupancy)
  - Features: 120V 2750 Watt Heater, A/C 8,000 BTU 120V, 2 Beds, 1 Desk
  - Price: \$19,970
3. 70 SQ.FT. Sleeper Unit (Double occupancy, suitable for couples)
  - Features: 120V 2750 Watt Heater, A/C 8,000 BTU 120V, 1 Queen Bed, 1 Desk
  - Price: \$18,028
4. 120 SQ.FT. Sleeper Unit (Double occupancy, two beds, two desks)
  - Features: 240V 4,500 Watt Heater, A/C 8,000 BTU 120V, 2 Twin Beds, 2 Desks
  - Price: \$23,595

## **Customizability and Budget Flexibility:**

Our offerings allow flexibility for managing project budgets. Double occupancy may not be required for every shelter, enabling the City of Pensacola to choose the most suitable combination of structures that address both the community's diverse needs and the available budget. Additionally, while our 120 sq. ft. shelter provides the best fit for the project's specifications, the 70 sq. ft. options offer alternative configurations to accommodate different site and occupancy requirements.

Our current 70 sq. ft. shelter accommodates one XL Twin bed and one desk or one Queen bed and one desk. The Queen bed allows for double occupancy when a couple needs shelter. Our 120 sq. ft. shelter best meets the specifications of the RFP, as there is ample room for two beds and two desks for each shelter.

Pallet offers additional product choices to manage your budget, giving the City of Pensacola the widest possible selection and combination of structures to accommodate the different needs and budget of each site.

## Detailed Pricing Breakdown:

The following section provides a comprehensive breakdown of the pricing for each of the four shelter options. These estimates are based on the assumed quantity of units and include delivery and installation costs. Each option is designed to provide flexibility in meeting the city's specific needs, with variations in size, occupancy, and features to allow for customization based on project goals and budget.

### Option 1.

| ITEM NO.           | EST. QTY | ITEM DESCRIPTION (INCLUDING SQ. FT.)                                                   | PRICE PER UNIT        | DELIVERY COST TO DESTINATION | INSTALLATION COSTS |
|--------------------|----------|----------------------------------------------------------------------------------------|-----------------------|------------------------------|--------------------|
| 1                  | 40       | S2-70 SQFT. Sleeper with 120v 2750 Watt Heater, A/C 8,000 BTU 120V, 1 Twin Bed, 1 Desk | \$17,970.00           | \$1,200.00                   | \$1,100.00         |
| 2                  | 3        | 2-Stall BR Unit (Toilet, Shower, Sink)                                                 | \$44,995.00           | \$10,000.00                  | \$0.00             |
| 3                  | 2        | 2-Stall Accessible BR Unit (1 Full Bath, 1 Admin Half Bath)                            | \$44,995.00           | \$10,000.00                  | \$0.00             |
| <b>TOTAL PRICE</b> |          |                                                                                        | <b>\$1,085,775.00</b> |                              |                    |

### Option 2.

| ITEM NO.           | EST. QTY | ITEM DESCRIPTION (INCLUDING SQ. FT.)                                               | PRICE PER UNIT        | DELIVERY COST TO DESTINATION | INSTALLATION COSTS |
|--------------------|----------|------------------------------------------------------------------------------------|-----------------------|------------------------------|--------------------|
| 1                  | 40       | S2-70 SQFT. Sleeper with 120v 2750 Watt Heater, A/C 8,000 BTU 120V, 2 Beds, 1 Desk | \$19,970.00           | \$1,200.00                   | \$1,100.00         |
| 2                  | 3        | 2-Stall BR Unit (Toilet, Shower, Sink)                                             | \$44,995.00           | \$10,000.00                  | \$0.00             |
| 3                  | 2        | 2-Stall Accessible BR Unit (1 Full Bath, 1 Admin Half Bath)                        | \$44,995.00           | \$10,000.00                  | \$0.00             |
| <b>TOTAL PRICE</b> |          |                                                                                    | <b>\$1,065,775.00</b> |                              |                    |

Note: this option requires modifications to our existing design to accommodate two beds

### Option 3.

| ITEM NO.           | EST. QTY | ITEM DESCRIPTION (INCLUDING SQ. FT.)                                                    | PRICE PER UNIT        | DELIVERY COST TO DESTINATION | INSTALLATION COSTS |
|--------------------|----------|-----------------------------------------------------------------------------------------|-----------------------|------------------------------|--------------------|
| 1                  | 40       | S2-70 SQFT. Sleeper with 120v 2750 Watt Heater, A/C 8,000 BTU 120V, 1 Queen Bed, 1 Desk | \$18,028.00           | \$1,200.00                   | \$1,100.00         |
| 2                  | 3        | 2-Stall BR Unit (Toilet, Shower, Sink)                                                  | \$44,995.00           | \$10,000.00                  | \$0.00             |
| 3                  | 2        | 2-Stall Accessible BR Unit (1 Full Bath, 1 Admin Half Bath)                             | \$44,995.00           | \$10,000.00                  | \$0.00             |
| <b>TOTAL PRICE</b> |          |                                                                                         | <b>\$1,088,095.00</b> |                              |                    |

### Option 4.

| ITEM NO.           | EST. QTY | ITEM DESCRIPTION (INCLUDING SQ. FT.)                                                      | PRICE PER UNIT        | DELIVERY COST TO DESTINATION | INSTALLATION COSTS |
|--------------------|----------|-------------------------------------------------------------------------------------------|-----------------------|------------------------------|--------------------|
| 1                  | 40       | S2-120 SQFT. Sleeper with 240v 4,500 Watt Heater, A/C 8,000 BTU 120V, 2 Twin Bed, 2 Desks | \$23,595.00           | \$1,200.00                   | \$1,100.00         |
| 2                  | 3        | 2-Stall BR Unit (Toilet, Shower, Sink)                                                    | \$44,995.00           | \$10,000.00                  | \$0.00             |
| 3                  | 2        | 2-Stall Accessible BR Unit (1 Full Bath, 1 Admin Half Bath)                               | \$44,995.00           | \$10,000.00                  | \$0.00             |
| <b>TOTAL PRICE</b> |          |                                                                                           | <b>\$1,310,775.00</b> |                              |                    |

#### Please Note:

- If number of units delivered to any one site is ten or less, per unit installation costs will be \$1,500.
- Tax is not included in Total Price

We look forward to working with you to tailor the shelter solution that best suits the City's needs while remaining within the project's budget constraints.

# WARRANTY

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## PALLET LIMITED WARRANTY

The Pallet Shelter model purchased by you ("Shelter") is designed to provide a safe, reliable, and compact shelter for use as temporary housing.

### What does this Limited Warranty cover?

This Limited Warranty only covers defects in materials and workmanship of the Pallet Shelter and the following list of products under Normal Use and Maintenance (each, a **"Defect"**) for the "Warranty Period" as defined below (collectively with the Shelter, the **"Products"**):

- 2-Stall Bathroom, including walls, flooring, roof, door(s) and door handle(s), and windows
- ADA Full Bathroom, including walls, flooring, roof, door(s) and door handle(s), and windows
- S2-70 Sq Ft Structure including walls, flooring, roof, door(s) and door handle(s), and windows
- S2-120 Sq Ft Structure including walls, flooring, roof, door and door handle, and windows

**"Normal Use and Maintenance"** includes the use and habitation of the Shelter by no more than four (4) adults on a level and stable outdoor surface, while following the Shelter User Manual and Product Instructions provided by Pallet to you from time to time. Normal Use and Maintenance does not include any other use or maintenance not specified herein.

### What is the Coverage period?

This Limited Warranty starts on the date of delivery of the Shelter and lasts for two (2) years (the "Warranty Period"). The Warranty Period for the Shelter electrical system and components shall be thirty (30) days from the Shelter's connection to electrical utilities. The Warranty Period is not extended if we repair or replace a Product. We may change the availability of this Limited Warranty at our discretion, but any changes will not be retroactive.

### When does this coverage period begin?

The Warranty Period begins when the Product is delivered to either a project site or storage site.

### Is anything required to trigger my rights under the warranty?

Yes. Your rights under this Limited Warranty will not take effect and will not be available to you unless and until you participate in the completion of a shelter inspection checklist within three (3) days after assembly of a Shelter. If Pallet assembles the Shelter, Pallet will initiate this process and you will be required to provide a representative to participate in the inspection. If you choose to assemble your own Shelter, you must complete and supply to Pallet a Shelter inspection checklist within the required time. A Pallet hygiene or laundry unit must be inspected within seven (7) days of connection to water and electrical utilities. Any failure to participate in or conduct the required inspection checklist shall not toll, delay, or stay the applicable Warranty Period, which shall begin running on the date of delivery as described herein.

### How do you obtain warranty service?

To obtain warranty service under this Limited Warranty for a Defect, you must first contact us in writing at [support@palletshelter.com](mailto:support@palletshelter.com) prior to the expiration of the Warranty Period and within thirty (30) days of discovering the Defect, specifying (a **"Warranty Claim"**):

The entire Limited Warranty can be found on our website, [www.palletshelter.com/warranty](http://www.palletshelter.com/warranty), or provided to you upon request.

# S2 SLEEPER | (70 sq. ft. | 6.5 m2)



The Pallet® S2 Sleeper is our new line in safe, dignified, rapid-response shelter solutions. Our industry-leading design features a mono-pitch roof, smooth exterior and interior panels, improved energy efficiency, and protection from the elements. The S2 Sleeper is also designed for rapid deployment and assembly.

The 70 sq. ft. (6.5 m2) model is perfect for one person or a couple.



## Standard Features

- 1 Residential windows with advanced Low-E insulated glass
- 2 Integrated customizable wire shelving system
- 3 120V convenience plugs
- 4 Interior LED lighting
- 5 Smoke/CO detector combo unit
- 6 Pedestal leveling system
- 7 Heater and A/C units

## Optional

- Freestanding Twin XL bed frame and mattress with bedbug-resistant cover
- Freestanding desk
- Programmable digital keypad entry
- Generator Quick-Connect enables generator compatibility

## Benefits

- Rapid:** Our new patent pending connection system has fewer bolts, bringing installation time down to under an hour. This means an entire village community of interim shelter can be built in a day.
- Safe:** Each shelter is equipped with a solid core front door with kick plate and peephole; robust fire, snow, and wind ratings; and an egress window and fire extinguisher in case of emergency.
- Dignified:** Locking doors, residential windows, easily accessed interior lighting, and climate control options offer residents a comfortable and dignified space to plan their next steps.

## Technical Specifications

|                     |                                                                             |                                                          |
|---------------------|-----------------------------------------------------------------------------|----------------------------------------------------------|
| Interior Dimensions | 10' W x 7' D x 6'9½" to 7'8" H                                              | 304.8 cm W x 213.4 cm D x 207 cm to 233.7 cm H           |
| Square Footage      | 70 sq. ft.                                                                  | 6.5 m2                                                   |
| Shelter Weight      | Approx. 900 lb.                                                             | Approx. 408 kg                                           |
| Wind Rating         | Up to 155 mph (exposure C)<br>Up to 170 mph (exposure B)                    | Up to 250 kmh (exposure C)<br>Up to 274 kmh (exposure B) |
| Design Snow Load    | Up to 40 lb. per sq. ft. (Standard)<br>Up to 80 lb. per sq. ft. (High Load) | 1.9 kPa (Standard)<br>3.83 kPa (High Load)               |



Class B Fire rating for panel skin  
Class C Fire rating for full assembly



Our 2750W & 4500W climate control system can maintain comfortable interior temperatures when the temperature outside drops as low as -40 F | -40 C and rises up to 120 F | 48 C



- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

# S2 SLEEPER (70 SQ. FT.)



## Standard Product Specifications

### Dimensions

| DESCRIPTION                       | STANDARD SPECIFICATIONS |                         |
|-----------------------------------|-------------------------|-------------------------|
| Exterior Dimensions, Eve-to-Eve   | 10'6¼" W x 7'6 1/2" D   | 320.7 cm W x 229.9 cm D |
| Exterior Dimensions, Wall-to-Wall | 10'3" W x 7'3" D        | 312.4 cm W x 221 cm D   |
| Interior Dimensions, Wall-to-Wall | 10' W x 7' D            | 304.8 cm W x 213.4 cm D |
| Overall Height                    | 8'7½" H                 | 262.9cm H               |
| Min/Max Ceiling Height            | 6'9½" to 7'8" H         | 207 cm to 233.7 cm      |
| Interior Square Footage           | 70 sq. ft.              | 6.5 m2                  |

### Means of Egress & Ventilation

| DESCRIPTION                              | STANDARD SPECIFICATIONS |                        |
|------------------------------------------|-------------------------|------------------------|
| Solid Core Door                          | 1 @ 36" x 80"           | 1 @ 91.4 cm x 203.2 cm |
| Casement Egress Window                   | 1 @ 36" x 36"           | 1 @ 91.4 cm x 91.4 cm  |
| Additional Double Pane Insulated Windows | 1 @ 24" x 30"           | 1 @ 61 cm x 76.2 cm    |

### Weights & Ratings

| DESCRIPTION                                                          | STANDARD SPECIFICATIONS                                                     |                                                          |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------------------------------------|
| Weight of Unit<br>(Including Standard Features & Max Occupancy Beds) | Approx. 900 lb.                                                             | Approx. 408 kg                                           |
| Wind Rating                                                          | Up to 155 mph (exposure C)<br>Up to 170 mph (exposure B)                    | Up to 250 kmh (exposure C)<br>Up to 274 kmh (exposure B) |
| Tie Down Requirement per Corner                                      | Up to 1,500 lb.                                                             | Up to 680 kg                                             |
| Design Snowload Rating                                               | Up to 40 lb. per sq. ft. (Standard)<br>Up to 80 lb. per sq. ft. (High Load) | 1.9 kPa (Standard)<br>3.83 kPa (High Load)               |
| Floor Live Load Rating                                               | Up to 40 lb. per sq. ft.                                                    | Up to 1.9kPa                                             |
| Fire Rating                                                          | ASTEM-E84 Class B Surface   Class C Full System                             |                                                          |
| Max # of Beds and Size (Twins, Fulls, etc)                           | 1 Twin XL                                                                   |                                                          |
| Twin XL Bed Weight Limit                                             | 1,500 lbs                                                                   | 680 kg                                                   |

### Delta T

| DESCRIPTION        | STANDARD SPECIFICATIONS |     |
|--------------------|-------------------------|-----|
| 120V 2,750W Heater | 90F                     | 50C |
| 240V 4,500W Heater | 120F                    | 66C |

### Materials and Construction

| DESCRIPTION       | STANDARD MATERIALS OF CONSTRUCTION                       |
|-------------------|----------------------------------------------------------|
| Floor/Base        | Welded aluminum frame with foam core composite SIP panel |
| Roof & Wall Panel | Foam core composite SIP panel                            |
| Windows           | Vinyl frame with dual pane Low-E glass                   |



## Panel Thickness

| DESCRIPTION | STANDARD MATERIALS OF CONSTRUCTION |        |
|-------------|------------------------------------|--------|
| Walls       | 1.5"                               | 3.8 cm |
| Roof        | 2"                                 | 5.1 cm |
| Floor       | 0.5"                               | 1.3 cm |

## Infrastructure Requirements

| DESCRIPTION                     | STANDARD SPECIFICATIONS                                 |
|---------------------------------|---------------------------------------------------------|
| Electrical Connection           | 120V or 240V Service Options Available                  |
| Tie Down Requirement per Corner | Up to 1,500 lb. / 680 kg (Depends on local wind rating) |

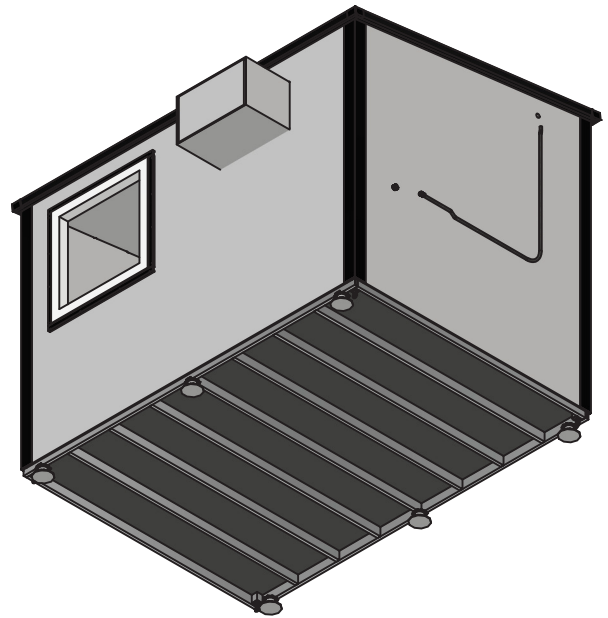
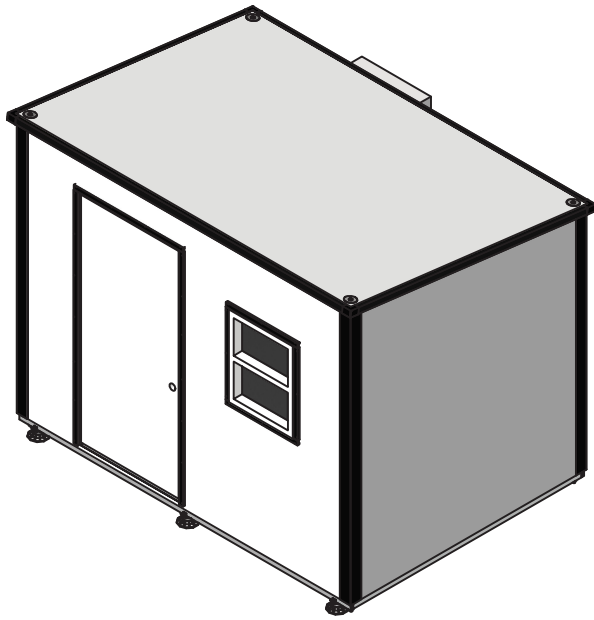
\*NOTE: For installation on different soil types, please refer to the infrastructure guide.

## Standard Features

- Locking solid core door w/ master key
- Emergency egress casement window
- Vinyl frame with dual pane Low-E glass windows
- Adjustable shelving
- Three 120V outlets
- Interior LED lighting
- Hardwired CO/smoke detector with battery backup
- Wall-mounted fire extinguisher
- Exterior-mounted breaker box
- Wall mounted Pic-A-Watt 1,250W-2,750W or 2,250W-4,500W heater
- Thru-wall 8,000 BTU A/C unit

## Optional Accessory Features

- Desk
- Twin XL bed frame
- **Twin XL** 'Relief Bed' 38"x 80" (96.5cm x 203.2cm) mattress
- Programmable digital keypad entry
- Exterior light
- Generator Quick-Connect



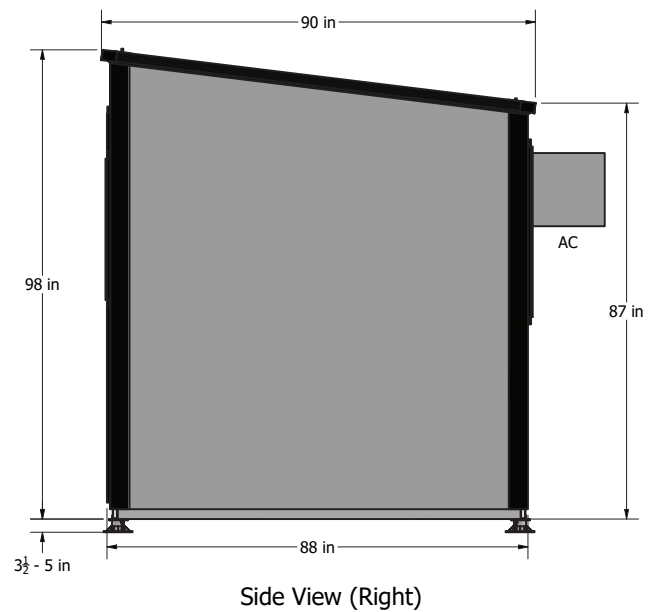
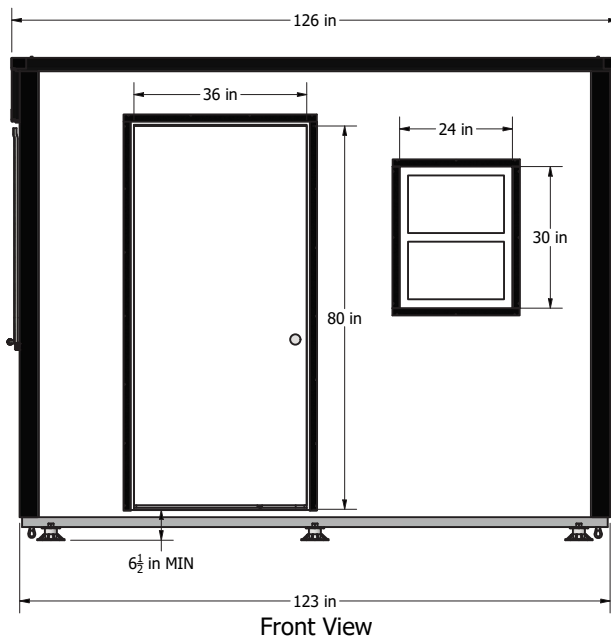
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| DATE     | 10/3/2023      |

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| TITLE    | S2 70 w/ Accessories |
| Released |                      |

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| SHEET 1 OF 7 |
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| TITLE    | S2 70 w/ Accessories |
| Released |                      |

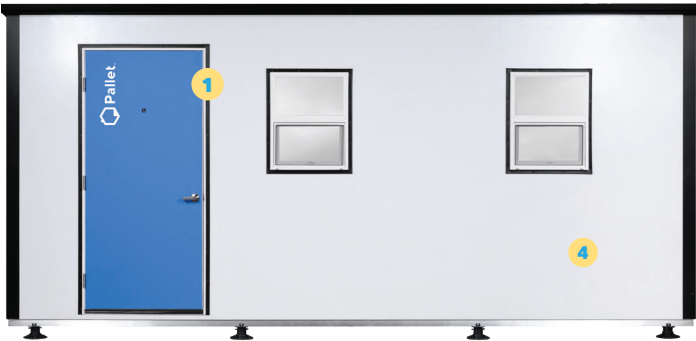
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| SHEET 2 OF 7 |
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# S2 SLEEPER | (120 sq. ft. | 11.15 m2)

The Pallet™ S2 Sleeper is our industry-leading line of safe, durable, rapid-response shelters. Designed for rapid deployment and assembly, the S2 Sleeper also features energy efficient construction, smooth exterior and interior panels, and climate control options fit for any conditions.

**The 120 sq. ft. (11.15 m2) is a comfortable and dignified space for two people or families to plan their future, and can also be used as office space and storage for onsite service provider staff.**



**Living Space**



**Office Space**

## Standard Features

- 1 Durable solid core residential exterior door and frame
- 2 Structurally insulated FRP walls
- 3 Heater and A/C units
- 4 Inorganic mold-, mildew-, and pest-resistant construction materials
- 5 Interior LED lighting
- 6 Smoke/CO detector combo unit
- 7 Integrated customizable wire shelving system

## Optional

Freestanding Twin XL bed frame and mattress with bedbug-resistant cover

Freestanding desk

Programmable digital keypad entry

## Benefits

**Safe:** Our patent pending structural panel system creates tight corner fittings and energy efficiency. Robust fire, wind, and snow load ratings are fit for even extreme weather and storm-prone locales.

**Adaptable:** An adjustable pedestal leveling system makes the S2 Sleeper ready for a variety of terrains, and the tie-down system anchors the roof to the floor for structural integrity in variable conditions.

**Versatile:** In addition to its use as private, comfortable sleeping quarters for two people or families, the 120 square foot (11.15 m2) model of the S2 Sleeper can also be converted as office and storage space.

## Technical Specifications

|                            |                                  |                                                |
|----------------------------|----------------------------------|------------------------------------------------|
| <b>Interior Dimensions</b> | 17'2" W x 7' D x 6'9½" to 7'8" H | 523.2 cm W x 213.4 cm D x 207 cm to 233.7 cm H |
| <b>Square Footage</b>      | 120 sq. ft.                      | 11.15 m2                                       |
| <b>Shelter Weight</b>      | 1,300 lb.                        | 590 kg                                         |
| <b>Wind Rating</b>         | Up to 155 mph sustained          | Up to 250 kmh sustained                        |
| <b>Snow Load Rating</b>    | 40 lb. per sq. ft.               | 1.9 kPa                                        |



Class B Fire rating for panel skin  
Class C Fire rating for full assembly



Our 2750W & 4500W climate control system can maintain comfortable interior temperatures when the temperature outside drops as low as -40 F | -40 C and rises up to 120 F | 48 C



- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

# S2 SLEEPER (120 SQ. FT.)



## Standard Product Specifications

### Dimensions

| DESCRIPTION                       | STANDARD SPECIFICATIONS |                         |
|-----------------------------------|-------------------------|-------------------------|
| Exterior Dimensions, Eve-to-Eve   | 17'8¼" W x 7'6½" D      | 539.1 cm W x 229.9 cm D |
| Exterior Dimensions, Wall-to-Wall | 17'5" W x 7'3" D        | 530.9 cm W x 221 cm D   |
| Interior Dimensions, Wall-to-Wall | 17'2" W x 7' D          | 523.2 cm W x 213.4 cm D |
| Overall Height                    | 8'7½" H                 | 262.9 cm H              |
| Min/Max Ceiling Height            | 6'9½" to 7'8" H         | 207 cm to 233.7 cm      |
| Interior Square Footage           | 120 sq. ft.             | 11.15 m2                |

### Means of Egress & Ventilation

| DESCRIPTION                              | STANDARD SPECIFICATIONS |                        |
|------------------------------------------|-------------------------|------------------------|
| Solid Core Door                          | 1 @ 36" x 80"           | 1 @ 91.4 cm x 203.2 cm |
| Casement Egress Window                   | 1 @ 36" x 36"           | 1 @ 91.4 cm x 91.4 cm  |
| Additional Double Pane Insulated Windows | 2 @ 24" x 30"           | 2 @ 61 cm x 76.2 cm    |

### Weights & Ratings

| DESCRIPTION                                                          | STANDARD SPECIFICATIONS                                                     |                                                          |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------------------------------------|
| Weight of Unit<br>(Including Standard Features & Max Occupancy Beds) | 1,300 lb.                                                                   | 590 kg                                                   |
| Wind Rating                                                          | Up to 155 mph (exposure C)<br>Up to 170 mph (exposure B)                    | Up to 250 kmh (exposure C)<br>Up to 274 kmh (exposure B) |
| Tie Down Requirement per Corner                                      | Up to 1,500 lb.                                                             | Up to 680 kg                                             |
| Design Snowload Rating                                               | Up to 40 lb. per sq. ft. (Standard)<br>Up to 80 lb. per sq. ft. (High Load) | Up to 1.9 kPa (Standard)<br>Up to 3.83 kPa (High Load)   |
| Floor Live Load Rating                                               | Up to 40 lb. per sq. ft.                                                    | Up to 1.9kPa                                             |
| Fire Rating                                                          | ASTEM-E84 Class B Surface   Class C Full System                             |                                                          |
| Max # of Beds and Size (Twins, Fulls, etc)                           | 2 Twin XL or 1 Full                                                         |                                                          |
| Twin XL Bed Weight Limit                                             | 1,500 lbs                                                                   | 680 kg                                                   |

### Delta T

| DESCRIPTION        | STANDARD SPECIFICATIONS |     |
|--------------------|-------------------------|-----|
| 120V 2,750W Heater | 90F                     | 50C |
| 240V 4,500W Heater | 120F                    | 66C |

### Materials and Construction

| DESCRIPTION       | STANDARD MATERIALS OF CONSTRUCTION                       |
|-------------------|----------------------------------------------------------|
| Floor/Base        | Welded aluminum frame with foam core composite SIP panel |
| Roof & Wall Panel | Foam core composite SIP panel                            |
| Windows           | Vinyl frame with dual pane Low-E glass                   |

Panel Thickness

| DESCRIPTION | STANDARD MATERIALS OF CONSTRUCTION |        |
|-------------|------------------------------------|--------|
| Walls       | 1.5"                               | 3.8 cm |
| Roof        | 2"                                 | 5.1 cm |
| Floor       | 0.5"                               | 1.3 cm |

Infrastructure Requirements

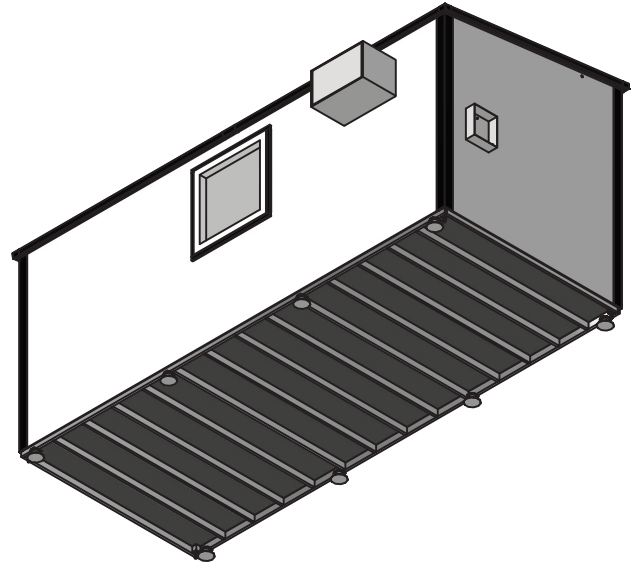
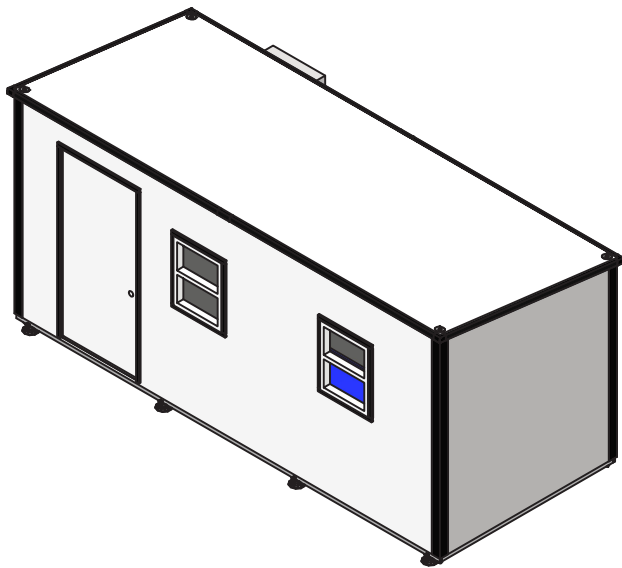
| DESCRIPTION                     | STANDARD SPECIFICATIONS                                 |
|---------------------------------|---------------------------------------------------------|
| Electrical Connection           | 120V or 240V Service Options Available                  |
| Tie Down Requirement per Corner | Up to 1,500 lb. / 680 kg (Depends on local wind rating) |

Standard Features

- Locking solid core door w/ master key
- Emergency egress casement window
- Vinyl frame with dual pane Low-E glass windows
- Adjustable shelving
- Three 120V outlets
- Interior LED lighting
- Hardwired CO/smoke detector with battery backup
- Wall-mounted fire extinguisher
- Exterior-mounted breaker box
- Wall mounted Pic-A-Watt 1,250W-2,750W or 2,250W-4,500W heater
- Thru-wall 8,000 BTU A/C unit

Optional Accessory Features

- Desk
- Twin XL bed frame
- Twin XL 'Relief Bed' 38"x 80" (96.5cm x 203.2cm) mattress
- Programmable digital keypad entry
- Exterior light



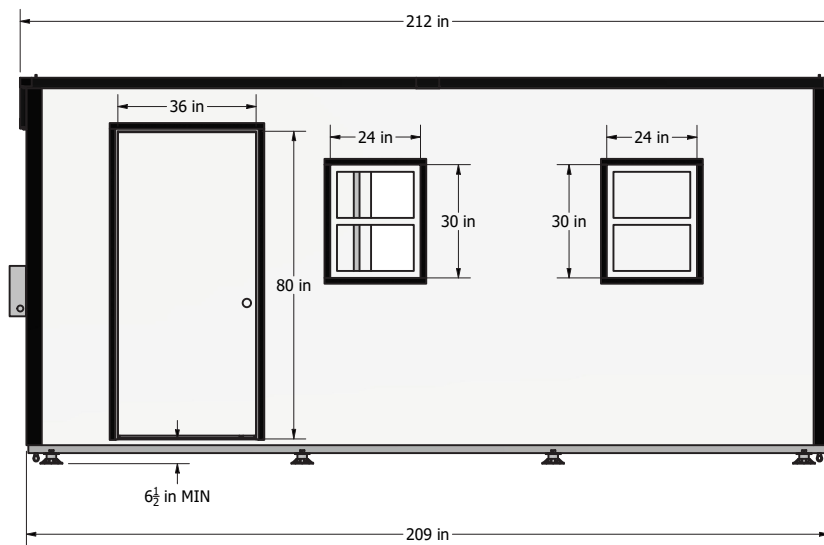
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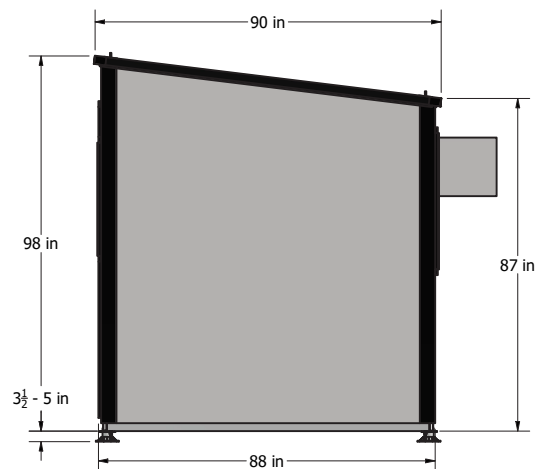
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| TITLE    | 120 Sales Overview |
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| SHEET 1 OF 7 |
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Front View



Side View (Right)



|          |                |
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| TITLE    | 120 Sales Overview |
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| SHEET 2 OF 7 |
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# TWO-STALL HYGIENE



Based on the proven durability and longevity of our shelter design, this hygiene structure provides a private, lockable space with flushable toilet, a sink, and a shower in each of its two rooms. Easy to install, clean, and maintain, the Two-Stall Hygiene unit is an essential part of any dignified shelter community.



## Standard Features

- 1 Standard flush toilets and hot/cold water sinks and showers
- 2 Standard sewer and electrical hookups for easy installation
- 3 Locking doors
- 4 Heat, A/C, exhaust fan, and humidity sensor
- 5 Slip-resistant floors
- 6 Resistant to mold, mildew, and pests

## Benefits

- Easy to Maintain:** Simple layout with easy-to-clean materials and surfaces.
- Dignified:** The privacy and comfort of lockable doors and standard residential fixtures.
- Pre-Built:** All units come fully assembled, meaning quick and convenient installation.



| Technical Specifications     |                                                          |                                                          |
|------------------------------|----------------------------------------------------------|----------------------------------------------------------|
| Interior Dimensions (Stalls) | 6'8½" W x 7'5½" D x 7'6" to 8'10" H                      | 204.7 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H         |
| Square Footage               | 100 sq. ft.                                              | 9.3 m2                                                   |
| Shelter Weight               | Approx. 2234 lb.                                         | Approx. 1013 kg                                          |
| Wind Rating                  | Up to 155 mph (exposure C)<br>Up to 170 mph (exposure B) | Up to 250 kmh (exposure C)<br>Up to 274 kmh (exposure B) |
| Design Snow Load             | Up to 80 lb. per sq. ft.                                 | 3.83 kPa                                                 |



Class B Fire rating for panel skin  
Class C Fire rating for full assembly



- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty



# TWO-STALL HYGIENE



## Standard Product Specifications

### Dimensions

| DESCRIPTION                               | STANDARD SPECIFICATIONS                                                     |                         |
|-------------------------------------------|-----------------------------------------------------------------------------|-------------------------|
| Exterior Dimensions, Eve-to-Eve           | 13'11 <sup>5</sup> / <sub>8</sub> " W x 8'5 <sup>1</sup> / <sub>2</sub> " D | 425.7 cm W x 257.8 cm D |
| Exterior Dimensions, Wall-to-Wall         | 13'9 <sup>7</sup> / <sub>8</sub> " W x 7'9 <sup>3</sup> / <sub>4</sub> " D  | 421.3 cm W x 238.1 cm D |
| Interior Dimensions, Wall-to-Wall, Stalls | 6'8 <sup>5</sup> / <sub>8</sub> " W x 7'5 <sup>5</sup> / <sub>8</sub> " D   | 204.7 cm W x 214.9 cm D |
| Overall Height                            | 10' 2" H                                                                    | 309.9 cm H              |
| Min/Max Ceiling Height                    | 7'6" to 8'10" H                                                             | 228.6 cm to 269.2 cm H  |
| Interior Square Footage                   | 100 sq. ft.                                                                 | 9.3 m2                  |

### Means of Egress & Ventilation

| DESCRIPTION                      | STANDARD SPECIFICATIONS   |                        |
|----------------------------------|---------------------------|------------------------|
| Panel Door                       | (2) 36" x 80" Panel Doors | 1 @ 91.4 cm x 203.2 cm |
| Exhaust Fan with Humidity Sensor | 2                         |                        |

### Weights & Ratings

| DESCRIPTION                                  | STANDARD SPECIFICATIONS                                  |                                                          |
|----------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
| Weight of Unit (Including Standard Features) | Approx. 2,234 lb.                                        | Approx. 1013 kg                                          |
| Wind Rating                                  | Up to 155 mph (exposure C)<br>Up to 170 mph (exposure B) | Up to 250 kmh (exposure C)<br>Up to 274 kmh (exposure B) |
| Tie Down Requirement per Corner              | Up to 1,800 lb.                                          | Up to 816.47 kg                                          |
| Design Snow load Rating                      | Up to 80 lb. per sq. ft.                                 | Up to 3.83 kPa                                           |
| Floor Live Load Rating                       | Up to 40 lb. per sq. ft.                                 | Up to 1.9 kPa                                            |
| Fire Rating                                  | ASTEM-E84 Class B Surface   Class C Full System          |                                                          |

### Materials and Construction

| DESCRIPTION                | STANDARD MATERIALS OF CONSTRUCTION                       |
|----------------------------|----------------------------------------------------------|
| Floor/Base                 | Welded aluminum frame with foam core composite SIP panel |
| Roof & Wall Panel          | Foam core composite SIP panel with aluminum sub frame    |
| Windows (Landry Room Only) | Vinyl frame with dual pane Low-E glass                   |

Panel Thickness

| DESCRIPTION |       | STANDARD MATERIALS OF CONSTRUCTION |        |
|-------------|-------|------------------------------------|--------|
|             | Walls | 1 3/4"                             | 4.4 cm |
|             | Roof  | 1 3/4"                             | 4.4 cm |
|             | Floor | 1/2"                               | 1.3 cm |

Infrastructure Requirements

| DESCRIPTION      |                                 | STANDARD SPECIFICATIONS   |
|------------------|---------------------------------|---------------------------|
| 2- Stall Hygiene |                                 |                           |
|                  | Electrical Connection           | 240V 1 PH                 |
|                  | Tie Down Requirement per Corner | Up to 1,800 lb. / 1.9 kPa |
|                  | Water                           | 1/2" NPT                  |
|                  | Sewer                           | (8) PVC Drains            |

Standard Features

- (2) 36"x 80" panel doors
- (2) 120V outlets
- (2) 4ft LED strip lights
- (2) Photocell controlled exterior LED lights
- (2) Combination heater/AC units (3,850 BTU for heat, 7,500 BTU for cooling)
- (2) Exhaust fans with humidity sensor
- (2) Accessible Toilets, (2) showers, (2) sinks
- On demand (tankless) electric water heater



# ACCESSIBLE HYGIENE + HALF BATH



The same features as our standard unit with the added benefit of an additional half bath. Perfect for adding bathroom capacity or as an admin storage, this 100 square foot unit offers turnkey installation ease and familiar residential fixtures.

### Standard Features

- 1

Standard flush toilets and hot/cold water sinks and showers
- 2

Fold-down shower bench
- 3

Standard sewer and electrical hookups for easy installation
- 4

Second half bath or space for storage
- 5

Locking doors
- 6

Heat, A/C, exhaust fan, and humidity sensor
- 7

Slip-resistant floors
- 8

Resistant to mold, mildew, and pests

### Benefits

- Accessible:**

Designed with accessibility features that support every Pallet village resident.
- Easy to Clean:**

Inorganic materials make cleaning and sanitizing an easy task.
- Versatile:**

Attached half-bathroom unit can double as storage space.



### Technical Specifications

|                                  |                                                          |                                                          |
|----------------------------------|----------------------------------------------------------|----------------------------------------------------------|
| Interior Dimensions (Accessible) | 10' W x 7'5/8" D x 7'6" to 8'10" H                       | 304.8 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H         |
| Interior Dimensions (Half Bath)  | 3'4 1/2" W x 7'5/8" D x 7'6" to 8'10" H                  | 102.8 cm W x 214.9 cm D x 228.6 cm to 269.2 cm H         |
| Square Footage                   | 100 sq. ft.                                              | 9.3 m2                                                   |
| Shelter Weight                   | Approx. 2116 lb.                                         | Approx. 960 kg.                                          |
| Wind Rating                      | Up to 155 mph (exposure C)<br>Up to 170 mph (exposure B) | Up to 250 kmh (exposure C)<br>Up to 274 kmh (exposure B) |
| Design Snow Load                 | Up to 80 lb. per sq. ft.                                 | Up to 3.83 kPa                                           |



Class B Fire rating for panel skin  
Class C Fire rating for full assembly



- **Material:** Structural insulated panel
- **Lifespan:** 15 - 20 years
- **Warranty:** Standard manufacturer warranty

# ACCESSIBLE HYGIENE + HALF BATH



## Standard Product Specifications

### Dimensions

| DESCRIPTION                                         | STANDARD SPECIFICATIONS                                                     |                         |
|-----------------------------------------------------|-----------------------------------------------------------------------------|-------------------------|
| Exterior Dimensions, Eve-to-Eve                     | 13'11 <sup>5</sup> / <sub>8</sub> " W x 8'5 <sup>1</sup> / <sub>2</sub> " D | 425.7 cm W x 257.8 cm D |
| Exterior Dimensions, Wall-to-Wall                   | 13'9 <sup>7</sup> / <sub>8</sub> " W x 7'9 <sup>3</sup> / <sub>4</sub> " D  | 421.3 cm W x 238.1 cm D |
| Interior Dimensions, Wall-to-Wall, Accessible Stall | 10' W x 7'5 <sup>5</sup> / <sub>8</sub> " D                                 | 304.8 cm W x 214.9 cm D |
| Interior Dimensions, Wall-to-Wall, Half Bath Stall  | 3'4 <sup>1</sup> / <sub>2</sub> " W x 7'5 <sup>5</sup> / <sub>8</sub> " D   | 102.8 cm W x 214.9 cm D |
| Overall Height                                      | 10' 2" H                                                                    | 309.9 cm H              |
| Min/Max Ceiling Height                              | 7'6" to 8'10" H                                                             | 228.6 cm to 269.2 cm H  |
| Interior Square Footage                             | 100 sq. ft.                                                                 | 9.3 m <sup>2</sup>      |

### Means of Egress & Ventilation

| DESCRIPTION                      | STANDARD SPECIFICATIONS                                |                                                  |
|----------------------------------|--------------------------------------------------------|--------------------------------------------------|
| Panel Door                       | (1) 36" x 80" Panel Doors<br>(1) 32" x 80" Panel Doors | 1 @ 91.4 cm x 203.2 cm<br>1 @ 81.3 cm x 203.2 cm |
| Exhaust Fan with Humidity Sensor | 2                                                      |                                                  |

### Weights & Ratings

| DESCRIPTION                                  | STANDARD SPECIFICATIONS                                  |                                                          |
|----------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
| Accessible + Half Bath                       |                                                          |                                                          |
| Weight of Unit (Including Standard Features) | Approx. 2,116 lb.                                        | 960 kg                                                   |
| Wind Rating                                  | Up to 155 mph (exposure C)<br>Up to 170 mph (exposure B) | Up to 250 kmh (exposure C)<br>Up to 274 kmh (exposure B) |
| Tie Down Requirement per Corner              | Up to 1,800 lb.                                          | Up to 816.47 kg                                          |
| Design Snow load Rating                      | Up to 80 lb. per sq. ft.                                 | Up to 3.83 kPa                                           |
| Floor Live Load Rating                       | Up to 40 lb. per sq. ft.                                 | Up to 1.9 kPa                                            |
| Fire Rating                                  | ASTEM-E84 Class B Surface   Class C Full System          |                                                          |

### Materials and Construction

| DESCRIPTION                | STANDARD MATERIALS OF CONSTRUCTION                       |
|----------------------------|----------------------------------------------------------|
| Floor/Base                 | Welded aluminum frame with foam core composite SIP panel |
| Roof & Wall Panel          | Foam core composite SIP panel with aluminum sub frame    |
| Windows (Landry Room Only) | Vinyl frame with dual pane Low-E glass                   |

Panel Thickness

| DESCRIPTION |       | STANDARD MATERIALS OF CONSTRUCTION |        |
|-------------|-------|------------------------------------|--------|
|             | Walls | 1 3/4"                             | 4.4 cm |
|             | Roof  | 1 3/4"                             | 4.4 cm |
|             | Floor | 1/2"                               | 1.3 cm |

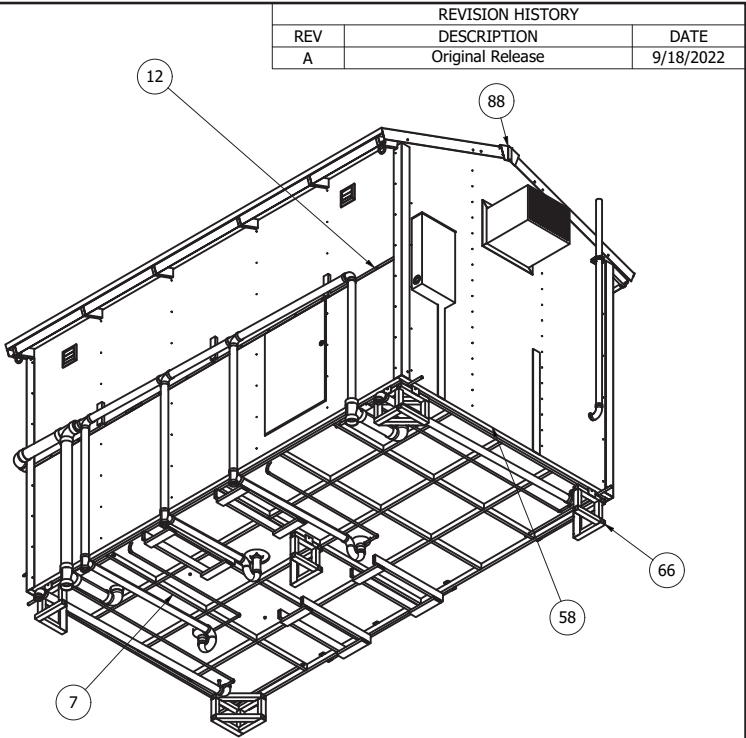
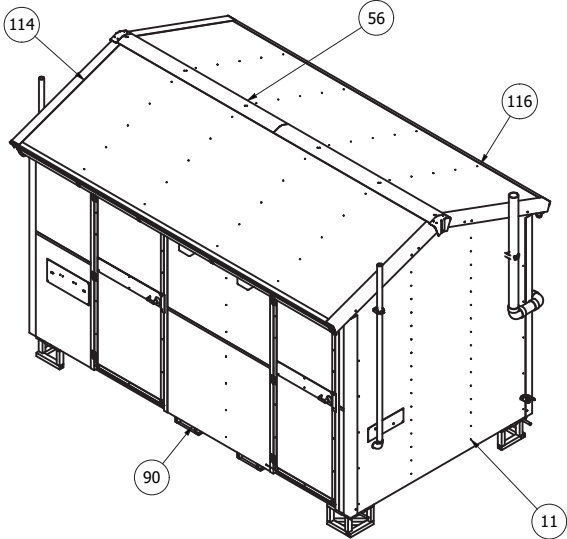
Infrastructure Requirements

| DESCRIPTION |                                 | STANDARD SPECIFICATIONS   |
|-------------|---------------------------------|---------------------------|
|             | Electrical Connection           | 240V 1 PH                 |
|             | Tie Down Requirement per Corner | Up to 1,800 lb. / 1.9 kPa |
|             | Water                           | 1/2" NPT                  |
|             | Sewer                           | (7) PVC Drains            |

Standard Features

- (1) 36"x 80" panel door
- (1) 32"x 80" panel door
- (2) 120V outlets
- (2) 4ft LED strip lights
- (2) Photocell controlled exterior LED lights
- (1) Combination heater/AC unit (3,850 BTU for heat, 7,500 BTU for cooling)
- (2) Exhaust fans with humidity sensor
- (1) Accessible toilet, (1) accessible shower, and (1) accessible sink
- (1) Standard toilet and (1) standard sink (same toilet as installed in accessible unit)
- On demand (tankless) electric water heater

| BOM  |             |                                                   |     |
|------|-------------|---------------------------------------------------|-----|
| ITEM | PART NUMBER | DESCRIPTION                                       | QTY |
| 7    | 34009       | Final Assy. Base Floor Accessible 2 Stall         | 1   |
| 11   | 34012       | Final Assy. Side Wall Right Accessible            | 1   |
| 12   | 34013       | Final Assy. Wall Back Accessible 2 Stall          | 1   |
| 56   | 10039       | Final Assy.100 sqft Ridge Cap                     | 1   |
| 58   | 34060       | Final Assembly Side Wall Accessible 2 Stall Ridge | 1   |
| 66   | 20117       | Hygiene Stand Full Assy                           | 5   |
| 88   | 11592       | Ridge Cap End Cap                                 | 2   |
| 90   | 34087       | Final Assembly Wall Front Accessible 2 Stall      | 1   |
| 114  | 50125       | Final Assembly Roof Front Hygiene HD              | 1   |
| 116  | 50127       | Final Assembly Roof Back Hygiene HD               | 1   |



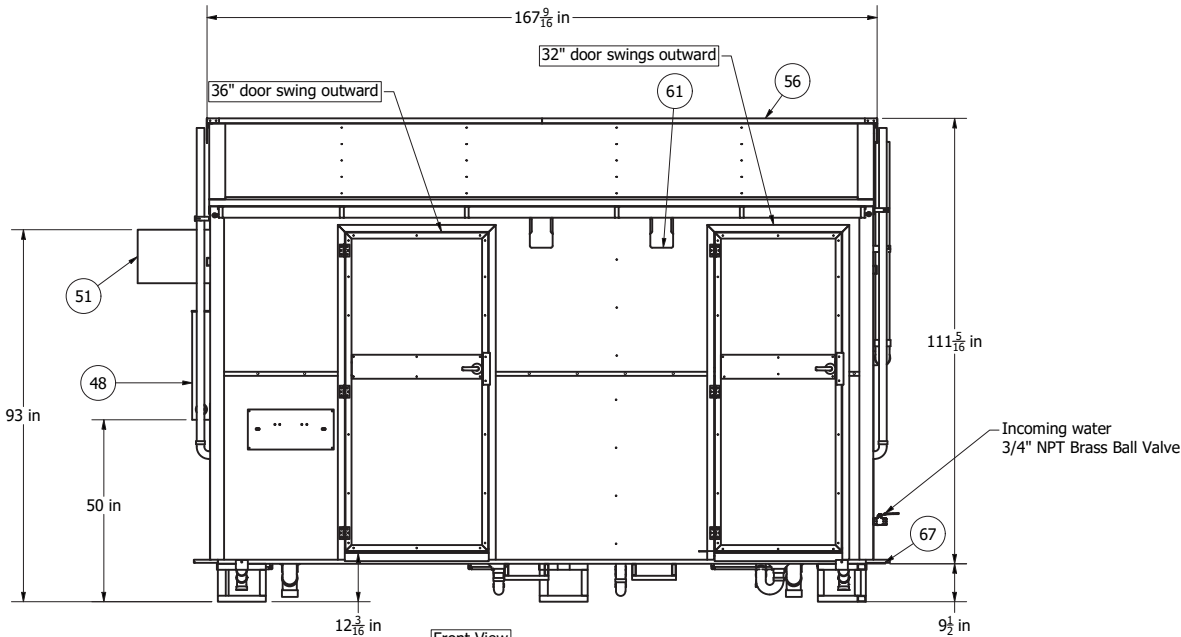
| REVISION HISTORY |                  | DATE      |
|------------------|------------------|-----------|
| REV              | DESCRIPTION      |           |
| A                | Original Release | 9/18/2022 |

|                                  |                |                  |                                                                                                                                                                                                                                             |                                                             |                      |
|----------------------------------|----------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|----------------------|
| <div> <div> Pallet </div> </div> | DRAWN BY       | don bender       | <small>UNLESS OTHERWISE SPECIFIED:<br/>DIMENSIONS ARE IN INCHES<br/>TOLERANCES:<br/>FRACTIONAL: ± 1/16<br/>ANGULAR: ± 1°<br/>X.X ± .06<br/>X.XX ± .03<br/>X.XXX ± .01</small>                                                               | <b>TITLE</b><br>Final Assembly Accessible 2 Stall High Load |                      |
|                                  | DATE           | 9/3/2024         |                                                                                                                                                                                                                                             |                                                             |                      |
|                                  | CHECKED BY     | Aaron Scott      | <small><b>PROPRIETARY AND CONFIDENTIAL</b><br/>THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.</small> | <b>PART NUMBER</b><br>30537                                 | <b>REV</b><br>A      |
|                                  | DATE           | 9/11/2024        |                                                                                                                                                                                                                                             |                                                             |                      |
|                                  | MFG CHECKED BY | Trevor Russell   |                                                                                                                                                                                                                                             | <b>Released</b>                                             | <b>SHEET 1 OF 14</b> |
|                                  | DATE           | 9/10/2024        |                                                                                                                                                                                                                                             |                                                             |                      |
|                                  | APPROVED BY    | Greg Millholland |                                                                                                                                                                                                                                             |                                                             |                      |
|                                  | DATE           | 9/18/2024        |                                                                                                                                                                                                                                             |                                                             |                      |

| BOM  |             |                                     |     |
|------|-------------|-------------------------------------|-----|
| ITEM | PART NUMBER | DESCRIPTION                         | QTY |
| 48   |             | Hygiene Electrical Loadcenter Panel | 1   |
| 51   | 11433       | AC Heater 7500 BTU AC 115 Window    | 1   |
| 56   | 10039       | Final Assy.100 sqft Ridge Cap       | 1   |
| 61   | 11436       | Light Exterior LED                  | 2   |
| 67   | 10296       | Hold Down Rod 100 SF                | 4   |

Loadcenter supplied by electrical contractor



|                                  |                |                  |                                                                                                                                                                                                                                             |                                                             |                      |
|----------------------------------|----------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|----------------------|
| <div> <div> Pallet </div> </div> | DRAWN BY       | don bender       | <small>UNLESS OTHERWISE SPECIFIED:<br/>DIMENSIONS ARE IN INCHES<br/>TOLERANCES:<br/>FRACTIONAL: ± 1/16<br/>ANGULAR: ± 1°<br/>X.X ± .06<br/>X.XX ± .03<br/>X.XXX ± .01</small>                                                               | <b>TITLE</b><br>Final Assembly Accessible 2 Stall High Load |                      |
|                                  | DATE           | 9/3/2024         |                                                                                                                                                                                                                                             |                                                             |                      |
|                                  | CHECKED BY     | Aaron Scott      | <small><b>PROPRIETARY AND CONFIDENTIAL</b><br/>THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Pallet SPC LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Pallet SPC IS PROHIBITED.</small> | <b>PART NUMBER</b><br>30537                                 | <b>REV</b><br>A      |
|                                  | DATE           | 9/11/2024        |                                                                                                                                                                                                                                             |                                                             |                      |
|                                  | MFG CHECKED BY | Trevor Russell   |                                                                                                                                                                                                                                             | <b>Released</b>                                             | <b>SHEET 2 OF 14</b> |
|                                  | DATE           | 9/10/2024        |                                                                                                                                                                                                                                             |                                                             |                      |
|                                  | APPROVED BY    | Greg Millholland |                                                                                                                                                                                                                                             |                                                             |                      |
|                                  | DATE           | 9/18/2024        |                                                                                                                                                                                                                                             |                                                             |                      |





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 24-1194

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Mayor D.C. Reeves

**SUBJECT:**

SUBORDINATION AGREEMENT FOR MORRIS COURT II APARTMENTS

**RECOMMENDATION:**

That City Council approve the Subordination Agreement for Morris Court II Apartments providing for subordination of the City's current Hurricane Housing Recovery Program mortgage to the Florida Community Loan Fund, Inc. mortgage. Further, that City Council authorize the Mayor to take the actions necessary to execute the Subordination Agreement, consistent with the terms of the Subordination Agreement and the Mayor's Executive Powers as granted in the City Charter.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

After Hurricane Ivan, Hurricane Housing Recovery Program (HHRP) funding was allocated from the State of Florida for housing recovery to Escambia County and the City of Pensacola. The City and County jointly developed a HHRP plan and interlocal agreement providing for joint implementation and administration of the funds. A portion of the funding was specifically set aside for rental development.

In April 2007, City Council, in coordination with the Escambia County Board of County Commissioners, approved a Rental Development agreement with Morris Court II, LTD to provide \$1,240,000 in HHRP funds to support the development of a 74 unit multi-family tax credit rental development. The funding was provided as a 30-year second mortgage to support construction of the units at 1200 North M Street. As a tax credit property, 100% of the units are targeted to households at or below 60% area median income. The HHRP second mortgage and note were executed in March 2008, with acknowledgment of the development's first (senior) mortgage to PNC Bank. After construction completion in September 2009, the City and County executed a subordination agreement to the permanent first mortgage. The property has maintained compliance with rents, occupancy, and physical conditions since initial occupancy. Area Housing Commission is the managing entity for Morris Court II, LTD.

The PNC Bank first mortgage matured on October 1, 2024, so Morris Court II, LTD has

requested that the City and County sign a new subordination agreement to enable the development to refinance with a short-term loan and pay off the balance of the first mortgage and provide for capital needs. Closing on the new loan has been tentatively scheduled for late December. The new first mortgage is with Florida Community Loan Fund in the amount of \$615,000. The City and County HHRP mortgage will remain in a second mortgage position. Escambia County approved the subordination agreement at the November 7, 2024 Board of County Commissioners meeting.

**PRIOR ACTION:**

April 26, 2007 - City Council approved the HHRP Loan Agreement for Morris Court II Rental Development

**FUNDING:**

Not applicable

**FINANCIAL IMPACT:**

Not applicable.

**LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes**

12/3/2024

**STAFF CONTACT:**

Tim Kinsella, City Administrator  
David Forte, Deputy City Administrator  
Adam Cobb, City Attorney  
Meredith Reeves, Housing Administrator

**ATTACHMENTS:**

1. Subordination Agreement-Morris Court II Apartments

**PRESENTATION: No**

11/7/24 CAR-17

**SUBORDINATION AGREEMENT**

**(Morris Court II Apartments)**

**THIS SUBORDINATION AGREEMENT** (this "Agreement") is made and entered into as of November \_\_, 2024, by (i) FLORIDA COMMUNITY LOAN FUND, INC., a Florida not for profit corporation, together with its successors and assigns (the "Senior Mortgagee"); (ii) ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County"); (iii) CITY OF PENSACOLA, a municipal corporation of the State of Florida (the "City," and collectively with the County, the "Subordinate Mortgagee"); and (iv) MORRIS COURT II, LTD., a Florida limited partnership (the "Borrower").

**RECITALS**

A. Borrower executed and delivered to the Subordinate Mortgagee an Amended and Restated Promissory Note dated as of March 11, 2008 (the "Subordinate Note") in the original principal amount of \$1,240,000, evidencing a loan under the Hurricane Housing Recovery Program ("HHRP") (the "Subordinate Loan"), with funds made available jointly by the City and County pursuant to that certain HHRP Loan Agreement for Morris Court II Rental Development, dated as of April 19, 2007, by and among Borrower, County, and City (the "Subordinate Loan Agreement"), and secured by that certain Amended and Restated Mortgage and Security Agreement dated as of March 11, 2008, and filed of record on July 3, 2008, in Official Records Book 6348, Page 1703, Instrument #2008050973, in the Public Records of Escambia County, Florida, (the "Subordinate Mortgage"). The Subordinate Mortgage encumbers the real property described in Exhibit "A" attached hereto and made a part hereof, the improvements thereon, and certain personal property relating thereto (collectively, the "Property"). Hereinafter the aforesaid Subordinate Note, the Subordinate Loan Agreement, and the Subordinate Mortgage are collectively referred to as the "Subordinate Loan Documents."

B. Borrower executed and delivered to the Senior Mortgagee a Promissory Note (the "Senior Note") in the original principal amount of \$615,000, evidencing a loan (the "Senior Loan") secured by a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, (the "Senior Mortgage") each dated as of even date herewith, executed by the Borrower in favor of the Senior Mortgagee, to be recorded in the Public Records of Escambia County, Florida, as may be amended or modified from time to time.

C. Senior Mortgagee will not make the Senior Loan unless it is secured by a first mortgage upon and security interest in the Property.

D. To induce the Senior Mortgagee to make the Senior Loan, the Subordinate Mortgagee is willing to subordinate the Subordinate Mortgage to the Senior Mortgage.

Verified By: *ADA*  
Date: 11/13/2024



## AGREEMENT

**NOW, THEREFORE**, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, from one to the other paid, the receipt and sufficiency whereof is hereby acknowledged, and to induce Senior Mortgagee to make the Senior Loan, the parties do hereby agree:

1. **Recitals.** The Recitals are true and correct and are made a part hereof.

2. **Subordination.**

(a) The Subordinate Mortgage is now and forever hereafter made subordinate and inferior to the Senior Mortgage and to all debt evidenced or secured thereby including principal, interest, costs, and expenses, and to any and all extensions, modifications, amendments, enlargements or renewals thereof or future advances made thereunder. Further, the terms of the Subordinate Mortgage and all rights and remedies of the Subordinate Mortgagee available to the Subordinate Mortgagee pursuant to the Subordinate Mortgage, including but not limited to the right to claim or receive any insurance or condemnation awards or proceeds, are hereby expressly subordinate to the terms of the Senior Mortgage and the rights and remedies of Senior Mortgagee under the Senior Mortgage.

(b) The indebtedness of Borrower, and any other obligor pursuant to the Subordinate Note, and any and all other indebtedness and other obligations of Borrower to Subordinate Mortgagee, and the Subordinate Mortgage and all other liens, encumbrances, and security interests given to secure the payment of the Subordinate Note and any other obligations of payment or performance of Borrower to Subordinate Mortgagee, whether now existing or hereafter created or acquired, shall be and hereby are subordinated in lien, priority, and payment of principal and interest and all other charges and fees, including, without limitation, taxes and insurance premiums paid by Senior Mortgagee and interest accruing after any default or petition in bankruptcy, to the indebtedness of Borrower pursuant to the Senior Note and all liens, encumbrances, and security interests given to secure the payment thereof, whether now existing or hereafter created or acquired, including, without limitation, the Senior Mortgage and to any and all other loans, advances, extensions of credit or other accommodations to or for the account of Borrower as Senior Mortgagee may elect to make from time to time, and any and all other indebtedness of Borrower to Senior Mortgagee, whether now existing or hereafter created or acquired, and any and all liens, encumbrances, and security interests given to secure the repayment or payment thereof, whether now existing or hereafter created or acquired, and to such renewals and extensions thereof as Senior Mortgagee may elect to make from time to time.

3. **Conditions Precedent to Remedial Action.** If a default occurs under the Subordinate Mortgage (a "Subordinate Loan Default") and is continuing, the Subordinate Mortgagee agrees that, without the Senior Mortgagee's prior written consent, Subordinate Mortgagee will not commence foreclosure proceedings with respect to the Property under the Subordinate Mortgage or exercise any other rights or remedies it may have under the Subordinate Mortgage, including, but not limited to accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinate Mortgage), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given the Senior Mortgagee at least ninety (90) days' prior written notice, and during such ninety (90) day period, the Senior Mortgagee shall have the right, but not the obligation, to cure any Subordinate Loan Default. All amounts advanced or expended by the Senior Mortgagee to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Mortgagee pursuant to, and shall be secured by the lien of, the Senior Mortgage.

4. **Insurance, Condemnation.** In the event of partial or total destruction of the Property which results in the payment of insurance proceeds, or in the event of a condemnation or similar proceeding which results in the payment of an award, the proceeds or award shall be applied in accordance with the relevant provisions of the Senior Mortgage.

**5. Modifications to Subordinate Mortgage.** Borrower agrees that it will not modify the Subordinate Mortgage without the prior written consent of the Senior Mortgagee.

**6. Notices.** Each notice, request, demand, consent, approval or other communication (hereinafter in this section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Mortgagee, or the Subordinate Mortgagee is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by FedEx (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two (2) days after mailing in the United States), addressed to the respective parties as follows:

|                     |                                                                                                                                                                                             |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Senior Mortgagee:   | Florida Community Loan Fund, Inc.<br>800 N. Magnolia Avenue, Suite 106<br>Orlando, FL 32803<br>Attn: _____                                                                                  |
| Subordinate Lender: | Escambia County<br>c/o Neighborhood & Human Services Department<br>Mailing: 221 Palafox Place, Suite 318<br>Pensacola, Florida 32502<br>Attention: Clara Long, Director                     |
| with a copy to:     | Escambia County, Florida<br>Office of the County Attorney<br>221 Palafox Place, Suite 430<br>Pensacola, Florida 32502                                                                       |
| Subordinate Lender: | City of Pensacola<br>c/o Housing Department<br>Mailing: P.O. Box 12910, Pensacola, FL 32521<br>Street: 420 Chase Street, Pensacola, FL 32501<br><del>Attention: Pat Hubbard, Director</del> |
| and a copy to:      | City of Pensacola, Florida<br>Office of the City Attorney<br>Mailing: P.O. Box 12910, Pensacola FL 32521                                                                                    |
| Borrower:           | Morris Court II, Ltd.<br>1920 West Garden Street<br>Pensacola, Florida 32501<br>Attention: Abe Singh                                                                                        |
| with a copy to:     | Saxon Gilmore & Carraway, P.A.<br>201 E. Kennedy Blvd., Suite 600<br>Tampa, FL 33602<br>Attn: Bernice S. Saxon, Esq.                                                                        |

Any party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

7. **No Waiver.** The giving of consent by Senior Mortgagee to the giving of the Subordinate Mortgage is not and shall not be deemed a waiver of the Senior Mortgagee's rights to prohibit any other junior mortgage of the Property. No delay on the part of Senior Mortgagee or Subordinate Mortgagee in the exercise of any right or remedy hereunder or under the Senior Mortgage or Subordinate Mortgage, respectively, shall operate as a waiver of any right hereunder.

8. **Counterparts.** The parties hereto agree that this Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

9. **Costs of Enforcement.** Should suit be brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred both at trial and on appeal if such fees and costs are later awarded by the court.

10. **Paragraph Headings.** The headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain or restrict any of the provisions of this Agreement.

11. **Choice of Law.** This Agreement shall be construed, interpreted, enforced, and governed by and in accordance with the laws of the State of Florida, excluding the principles thereof governing conflicts of law and the parties stipulate that venue for any action or proceeding which is the subject of this Agreement shall be in Escambia County, Florida. If any provision shall be held prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating any other provision of this Agreement.

12. **Binding Effect.** This Agreement shall be binding upon the Borrower and the Subordinate Mortgagee and their respective successors and assigns, and shall inure to the benefit of the Senior Mortgagee, its respective successors and assigns.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE TO SUBORDINATION AGREEMENT  
(MORRIS COURT II APARTMENTS)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
the day and year first written above.

**ATTEST:**

**SENIOR MORTGAGEE:**

FLORIDA COMMUNITY LOAN FUND, INC., a  
Florida not for profit corporation

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online  
notarization, this \_\_\_\_\_ day of November 2024, by \_\_\_\_\_,  
as \_\_\_\_\_, of **FLORIDA COMMUNITY LOAN FUND, INC.**, a Florida  
not for profit corporation. Said person is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Name



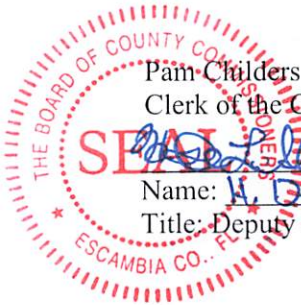
COUNTERPART SIGNATURE PAGE TO SUBORDINATION AGREEMENT  
(MORRIS COURT II APARTMENTS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
the day and year first written above.

Date Executed

11/7/2024

ATTEST:



Pam Childers  
Clerk of the Circuit Court

Name: H. DeLora Allen-Budbee  
Title: Deputy Clerk

SUBORDINATE MORTGAGEE:

ESCAMBIA COUNTY, FLORIDA,  
a political subdivision of the State of Florida,  
by and through its duly authorized Board of  
County Commissioners

Name: Steven Barry, Chairman  
Title: \_\_\_\_\_

This document approved as to form and  
legal sufficiency.

By: Stephen G. West, Sr. Assistant County Attorney

Date: October 31, 2024

**COUNTERPART SIGNATURE PAGE TO SUBORDINATION AGREEMENT  
(MORRIS COURT II APARTMENTS)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
the day and year first written above.

ATTEST:

**SUBORDINATE MORTGAGEE:**

CITY OF PENSACOLA, a municipal corporation  
of the State of Florida

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: D.C. Reeves  
Title: Mayor

Legal in form and execution:

\_\_\_\_\_  
City Attorney

**COUNTERPART SIGNATURE PAGE TO SUBORDINATION AGREEMENT  
(MORRIS COURT II APARTMENTS)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
the day and year first written above.

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**BORROWER:**

MORRIS COURT II, LTD., a  
Florida limited partnership

By: MORRIS COURT II, LLC, a  
Florida limited liability company, its  
General Partner

By: Area Housing Commission Development, Inc.,  
a Florida not for profit corporation, its sole  
member

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online  
notarization, this \_\_\_\_ day of November 2024, by \_\_\_\_\_,  
as \_\_\_\_\_, of Area Housing Commission Development, Inc., a Florida not for  
profit corporation, the sole member of MORRIS COURT II, LLC, a Florida limited liability company, the  
General Partner of MORRIS COURT II, LTD., a Florida limited partnership. Said person is personally  
known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Name

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Begin at the Northwest corner of Block 12, KUPFRIAN PARK SUBDIVISION OF SECTION 30, TOWNSHIP 2 South, RANGE 30 West, Escambia County, Florida, according to the Plat recorded in Deed Book 62, Page 245, said point being on the South right-of-way line of Godfrey Street (55' R/W) and the East right-of-way of M Street (60' R/W); thence North 89°48'59" East along said South right-of-way line for a distance of 304.53 feet; thence South 00°11'01" East for a distance of 59.86 feet to the point of curvature of a circular curve concave to the Northeast having a radius of 366.36 feet and delta angle of 32°39'19"; thence Southeasterly along the said curve for an arc distance of 208.80 feet (chord distance of 205.99 feet and chord bearing of South 16°30'40" East) to the point of tangency; thence South 32°50'20" East for a distance of 28.11 feet; thence South 57°03'56" West for a distance of 77.77 feet; thence South 32°56'04" East for a distance of 18.72 feet; thence South 57°19'53" West for a distance of 88.37 feet; thence South 32°01'07" East for a distance of 187.27 feet; thence South 57°22'25" West for a distance of 20.41 feet; thence South 32°37'35" East for a distance of 39.65 feet; thence North 57°22'25" East for a distance of 189.35 feet; thence South 32°50'20" East for a distance of 80.57 feet to the point of curvature of a circular curve concave to the Southwest, having a radius of 620.09 feet and a delta angle of 32°50'19"; thence Southeasterly along said curve for an arc distance of 355.40 feet (chord distance of 350.56 feet and a chord bearing of South 16°25'10" East) to the point of tangency, said point being on the North right-of-way line of Brainerd Street (55' R/W); thence North 90°00'00" West along said North right-of-way line for a distance of 15.44 feet to the East line of the plat of HABITAT FOR HUMANITY, as recorded in Plat Book 15, Page 90, of the Public Records of said county; thence North 00°23'46" West (this course and the next three courses along said plat of HABITAT FOR HUMANITY) for a distance of 0.58 feet to the point of curvature of a circular curve concave to the Southwest, having a radius of 622.47 feet and delta angle of 14°10'21"; thence Northwesterly along arc of said curve for an arc distance of 153.97 feet (chord distance of 153.58 feet and chord bearing of North 07°33'57" West); thence South 80°24'28" West for a distance of 165.80 feet; thence South 05°53'24" West for a distance of 125.86 feet to said North right-of-way line; thence North 90°00'00" West along said North right-of-way line for a distance of 227.02 feet to a point 90.00 feet West of the Southeast corner of Block III, West King Tract; thence North 00°18'32" West parallel to the East line of said Block III, for a distance of 140.03 feet to the Southeast line of Deed Book 525, Page 400; thence South 49°56'30" West along said Southeast line for a distance of 217.59 feet to said North right-of-way line of Brainerd Street; thence North 90°00'00" West for a distance of 42.40 feet to said East right-of-way of M Street; thence North 00°23'03" West along said East right-of-way line for a distance of 890.76 feet to the Point of Beginning.

All lying and being in Sections 29 and 30, Township 2 South, Range 30 West, Escambia County, Florida.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 24-1197

Agenda Conference

12/9/2024

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** COUNCIL PRESIDENT JARED MOORE

**SUBJECT:**

ASSIGNMENT OF CITY COUNCIL MEMBERS TO EXTERNAL BOARDS, COMMISSIONS & AUTHORITIES FOR COUNCIL TERM 2024-2026

**RECOMMENDATION:**

That City Council approve the (attached) recommended and proposed external assignments to be filled for a two-year period, until new assignments are made after the November 2026 election.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Organization's by-laws and in some cases state statutes require a member or members of City Council be assigned to external boards, commissions, and authorities. Currently, the Council's Rules and Procedures do not set out a means of determining these assignments. Based on prior assignments, Council Member desires, work schedules and availability, staff, in consultation with the Council President created the recommended and proposed assignments.

This item is timely in nature, as it provides staff the opportunity to notify the appropriate entities and begin those assignments on January 1, 2025.

**PRIOR ACTION:**

December 15, 2022 -- City Council approved the external assignment list for Council term 2022-2024.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

N/A

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

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1. EXTERNAL BOARD ASSIGNMENTS 2024-2026

**PRESENTATION:** No

## **EXTERNAL BOARD ASSIGNMENTS 2024-2026**

Pensacola & Perdido Bays Estuary Program (1 & 1 Alt) – Moore / Bare (alt)

Community Action Program (1) –Broughton

Community Drug & Alcohol Commission (1) -- Bare

Community Enterprise Investments, Inc. (1) -- Broughton

Tourist Development Council (2) – Brahier, Bare

Transportation Planning Organization (5) – Wiggins / Moore / Jones / Bare / Patton

Juvenile Justice Council (1) -- Wiggins

Pensacola Escambia Development Commission (2) – Jones, Patton

Emerald Coast Regional Council (1) -- Jones

Ex-Officio Officer Downtown Improvement Board (1) -- Patton

Eastside Redevelopment Board -- Brahier

Westside Redevelopment Board -- Brahier

Urban Core Redevelopment Board -- Moore

Affordable Housing Advisory Committee -- Wiggins





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 24-1200

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** COUNCIL MEMBER JENNIFER BRAHIER

**SUBJECT:**

TREE PLANTING TRUST FUND GRANT REQUEST - CANOPY RESTORATION, INC.

**RECOMMENDATION:**

That City Council approve a grant request to Canopy Restoration, Inc. in the amount of \$2702.20, as recommended by the Environmental Advisory Board (EAB), in accordance with City Code Sec. 12-6-10(c)(2).

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

City Code Section 12-6-10(c)(2) - Tree and Landscape Regulations; Enforcement ; Grant Program states:

- 2) A grant program is hereby established for community organizations such as neighborhood associations, civic organizations, and garden clubs, according to the following criteria:
- a. Each grant is limited to 50 percent of the cost of the proposed project up to \$5,500.00;
  - b. The tree planting trust fund must have sufficient funds for the project requested;
  - c. Grant requests must be submitted to the environmental advisory board for review prior to consideration by the city's designated arborist and city council;
  - d. The city council must approve each grant request; and
  - e. The funds must be utilized for providing trees or other appropriate vegetation along with associated irrigation that will help restore the tree canopy as deemed appropriate by proper planting location requirements and may enhance the natural beauty of the community, serve to deter graffiti or the defacement of public or private property, and may create sound buffers where desirable.

In accordance with this section, Canopy Restoration, Inc. has submitted a grant request for the purpose of assisting the city in tree canopy restoration within neighborhoods and parks, through a city-funded, citizen-driven tree planting project that focuses on rebuilding the city's canopy by planting trees within the right-of-way or within 20 feet of the ROW or within City parks. The total project cost submitted was \$5,414.40.

This section limits each grant to 50% of the cost of the proposed project up to \$5,500.00.

At its November 7, 2024, EAB Board Meeting, a motion was made and seconded to approve the grant request and send a recommendation to City Council stating such. The vote passed on a vote of 5-0 with three members absent, and one member abstaining.

This item is time sensitive due to the time needed for tree purchases, delivery and planting within the recommended planting period. Also, you will note that the Grant document does not specifically identify the organization as Canopy Restoration, Inc. At the time of submission, the organization had not yet registered with Sunbiz, this is the name filed with Sunbiz and is the same organization as made the original grant submission.

**PRIOR ACTION:**

November 7, 2024 -- EAB reviewed the request and made a recommendation for approval to City Council

**FUNDING:**

Budget: \$5,414.40 -- Project Cost

Actual: \$2,707.20 -- Tree Planting Trust Fund (50% of Project Cost)

**FINANCIAL IMPACT:**

Reduction in Tree Planting Trust Fund of \$2,707.20

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

**STAFF CONTACT:**

Don Kraher, Council Executive  
Katherine Kuhn, Environmental Coordinator  
Chase Crawford, City Arborist

**ATTACHMENTS:**

1. Tree Planting Trust Fund Grant Application 2024 Final - Canopy Restoration, Inc.

**PRESENTATION:** No

## Tree Trust Fund Grant Program Application

### Instructions to Applicants:

Each application must include one original with support materials clearly labeled. See the checklist of items to be included. Applications may be emailed to [CCrawford@cityofpensacola.com](mailto:CCrawford@cityofpensacola.com)

Applications may also be mailed to:

**Chase Crawford**  
**2757 N Palafox Street**  
**Pensacola FL, 32501**

Or hand-delivered to:

**City of Pensacola**  
**Engineering Dept.**  
**222 W Main Street**  
**Pensacola FL, 32502**

### SECTION I - GENERAL INFORMATION

Neighborhood Organization Name: Tree Canopy Restoration Project of Pensacola

Project Title: Tree Planting 2025

Mailing Address: 313 E Intendencia St

Phone: 336 480 5742 (Day) x                      (Evening)                      (Other)

Incorporated:    Yes    No

If yes, enclose a copy of the State of Florida Incorporation Certificate.

| Board Member Position | Name          | Address            |
|-----------------------|---------------|--------------------|
| President             | Chelsea Mahan | 1691 Foulis Dr     |
| Vice President        | Kelly Hagen   | 705 S I St         |
| Secretary             | Tom Patton    | 313 E Intendencia  |
| Treasurer             | Joey Miller   | 1629 E Gonzalez St |

Project Manager Name and Contact Information:

Name: Chelsea Mahan

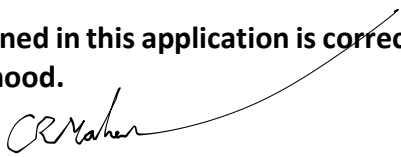
Phone: 336 480 5742 Email: chelseamahan@gmail.com

Authorized Applicant Representative:

**I hereby certify that the information contained in this application is correct and represents the consensus of the referenced neighborhood.**

Chelsea Mahan

Print Name

  
\_\_\_\_\_  
Signature

President

Title

9/3/24

Date

## SECTION II - PROJECT DESCRIPTION

### 1. PROPOSED PROJECT

(A) Describe your project.

The Tree Canopy Restoration Project of Pensacola seeks to plant 15-gallon native trees in or within 20 feet of right-of-ways in the City of Pensacola each year, led by volunteers. With the partnership of local gardening clubs, neighborhood associations and individuals, we recruit "tree recipients" who sign a Commitment to Care contract agreeing to adopt and water a tree or trees for the first year using our evidence-based watering guide. By relying on volunteer labor and watering, we save the City thousands of dollars in planting costs and upkeep while ensuring that each tree has a committed steward that will be responsible for its life. Average lifespans of urban trees is notably low, and our project aims to have a lasting impact by capitalizing on the labor and care of individual citizens in Pensacola to plant and care for long-lived trees that will positively impact our ecological environment for generations to come.

(B) What is the specific location of your project? Also, please provide a written description and attach a map.

In an effort to expand the scope of our project, we plan on prioritizing outreach to northern Pensacola City neighborhoods such as Scenic Heights and Broadview farms. As you can see from the attached map, these areas have been underrepresented in our last projects. The rest of the neighborhoods in the City will be invited to submit applications for a tree after two weeks of outreach to northern Pensacola neighborhoods.

(C) Complete the project timeline. Describe the major activities/tasks that make up the project and estimated completion date. Be specific.

| Task                                  | Estimated Completion Date |
|---------------------------------------|---------------------------|
| <i>Ex: Purchase plants</i>            | <i>October 30, 2024</i>   |
| Grant application                     | September 2024            |
| EAB presentation                      | September 2024            |
| City Council                          | October 2024              |
| Recruitment of Participants--north    | October and November 2024 |
| Recruitment of Participants--all City | November /December 2024   |
| Site Checks                           | November/December 2024    |
| Tree Order                            | January 2025              |
| Delivery/Pre Planting                 | January 2025              |
| Day/Planting Day                      |                           |

(D) Maintenance of the project once it has been completed is important. It is not the intent of this program to increase maintenance activities for City staff. As such, the applicant is required to provide any additional maintenance that may be necessary. Describe how the project will be maintained.

Each tree recipient will sign a Commitment to Care Contract (see attached for example) before trees are planted. This commits them to watering their tree in accordance with our watering guide (see attached) for one year. thus saving the City the need to hire watering crews and trucks. Our volunteers, the Canopy Council, continues to monitor drought conditions and sends out reminders to participants when extra care is needed during hot months. We also keep thorough records and a map of each of our trees so that we can do periodic inventories, which we're happy to share with City Staff. One of our volunteers, Beth Bolles from the Escambia County Extension Office, has agreed to help with pruning needs when it becomes necessary.

## **2. NEIGHBORHOOD IMPACT**

What is the intended public benefit of the project? Why is it of importance to the neighborhood? (Use additional pages if necessary.)

As a hurricane-prone, coastal city, situated on numerous watersheds, and near superfund sites, Pensacola has a special need for stormwater runoff mitigation. The loss of canopy through the last few strong storms has damaged our natural "green infrastructure," as trees provide a huge ecological service regarding runoff. We prioritize canopy trees in our project, and thirty-seven of our eighty-eight trees in our 2023 project were live oaks, which live hundreds of years and are considered a super-tree when it comes to landscape stabilization and runoff mitigation. Additionally, canopy trees planted strategically can lower heating and cooling bills for residents and mitigate urban heat, which is especially important around so much asphalt in cities. Research also shows that trees raise property values, as they are beautiful and make our neighborhoods more walkable. Right-of-way trees have also been shown to slow traffic, making city streets safer. As temperatures rise, we hope that our project can compliment the efforts of the City to create a more resilient Pensacola.

## **3. CAPACITY**

Describe the capacity of the organization to complete this project. List previous projects completed, or events held within the neighborhood.

Our group's methods were founded on the model used during the 2022 East Pensacola Heights Canopy Restoration Project. During the development of that project, it's volunteers connected to the City of Orlando about their adopt-a-tree program for advice on best practices and formation of a Commitment to Care and Watering Guide. The 2023 project expanded both reach and scope, and under the auspices of CNAPP (The Council of Neighborhood Association Presidents of Pensacola) expanded to all of the neighborhoods in the City. We've formed partnerships with City officials, neighborhood and community leaders, garden clubs and service organizations. We've cultivated a friendly partnership with Panhandle Growers, who supplied our last trees and sent out volunteers for Planting Day (and has agreed to do so again). Despite the rain, nearly 50 volunteers showed up to plant nearly 90 trees on Planting Day 2023. With our local connections and successful model we feel confident we can repeat this process in 2024.

**4. PARTICIPATION/COLLABORATION**

(A) Neighborhood resident support and participation is critical to the award of a grant.

Grant applications that demonstrate strong support will be given more consideration than those that do not. Describe how neighborhood support has been and will be obtained and who will participate. Include any collaboration with outside groups or use of other community resources. Provide letters from supporters and/or signatures with phone numbers.

We maintain an email and text communication list of our 52 households who participated in our last project, and of our nearly 50 volunteers as well. One East Hill Board member and tree recipient have become a vital part of our current board. Each project grows our community of like-minded and motivated volunteers. Many of our volunteers were from the Master Gardeners group, among them Beth Bolles, who helped lead the tree planting demos in 2022 and 2023. The Environmental Advisory Board has voted unanimously for our project twice, and City Council voted 6 to 1 in favor of our 2023 project. CNAPP and various neighborhoods partnered with us on our last project as well, and Kelly Hagen, our current VP, maintains many contacts through her 2 year tenure as CNAPP President.

**SECTION IV - PROJECT BUDGET**

The project budget is the most important part of the application. It details the project expenses and matching funds. Please complete the budget worksheet. This is a separate Excel file that can be found on the program's webpage.

Note: There is a second sheet within the file that is used to calculate volunteer time contributions. Please complete that sheet if using volunteer time as part of your match.

**1. MATCHING FUNDS**

Please list the sources of matching funds that the neighborhood plans to contribute to support the project, such as in-kind labor, materials, or cash. Requested funds must be matched 50%. These will be further outlined in the budget.

We plan on having mulch donated from a local arborist again for this project (our previous project had the assistance of Arborist Erin Hurd). All of our labor will be led by volunteers so we will be using this in the match.

## **Vibrant Neighborhoods Grant Program Attachment 1- Application Checklist**

Each application package should include:

- ☐ One original signed application with support materials clearly labeled
- ☐ One completed Budget Form (both tabs if using volunteer time)
- ☐ If incorporated, a copy of the State of Florida Incorporation Certificate
- ☐ One design plan, if applicable
- ☐ Attachment 2: Detailed planting plan (for landscape projects)
- ☐ Signature of applicant's representative
- ☐ Map of project site (if applicable)
- ☐ Three cost quotes for each vendor service or purchase over \$3,000  
(REQUIRED)
- ☐ Any additional letters of support you would like to include
- ☐ Documentation of Matching Funds:
  - Volunteer Sign-in sheet(s)- for pre-application time (Attachment 5)
  - Volunteer Pledge sheet(s)- for future volunteer time (Attachment 6)
  - Contribution Template(s)- for cash and in-kind donations (Attachment 3)
  - Documentation of the association's most current bank account balance if matching funds are to be drawn from that account.



## Tree Trust Fund Grant Program

### Attachment 2- Landscaping Materials and Plans

**Planting Summary:** List each species of plant to be included in your proposed project. Use either the common or Latin name. Provide the number of the species to be included. Provide the size of each plant at the time of planting (e.g. 3 gallon, 2" pot, 6' height, etc.) Plants must be perennials and no exotic or invasive species are allowed. Note: VNG funds can only be used to purchase perennial plants. The purchase of annual plants is not allowed. However, annual plants purchased with neighborhoods funds can count toward the matching funds contribution. If annuals are to be purchased with neighborhood funds as part of the project, they should be listed below.

[illegible]

A sketch of the planting plan must be included. Include spacing of plant material, locations of signs, above ground wires, pavement, driveways or other obstructions and existing plant material.

A sketch is required in the Commitment to Care document with applications. These can be provided for each site before final inspections. We complete an 811 Call Before You Dig request for every location, marking any utility wires before final inspections of tree locations.

## Attachment 3

### Matching Funds Contribution Template/Sample Letter

\*Recommended template for documenting cash and in-kind contributions.

Date

Name(s) of donor

Address

City, State Zip

Phone number

Dear Grant Review Team members,

It is my/our understanding that \_\_\_\_\_ is applying for the City of Tallahassee's Vibrant Neighborhoods Matching Grant program. \_\_\_\_\_ is pleased to support this organization in their endeavor and (Your name or company/agency name) would like to make the following contribution(s):

☐ In-Kind Contribution:

---

---

---

Valued at: \$ \_\_\_\_\_

☐ Cash contribution \$ \_\_\_\_\_

**Combined contribution total \$ \_\_\_\_\_**

Sincerely,

Signature(s)

## Attachment 5

### Vibrant Neighborhoods Grant Program Volunteer Sign-In Sheet

(Actual volunteer hours completed - for pre-application documentation and post-award reporting)

[illegible]

**Attachment 6**  
**Tree Trust Fund Grant Program**  
**Volunteer Pledge Sheet**

Page \_\_\_\_\_ of \_\_\_\_\_

**Volunteer Activity:** \_\_\_\_\_

**Approximate Date:** \_\_\_\_\_

| Name | Phone # | Email | # of hours pledged | Signature |
|------|---------|-------|--------------------|-----------|
|      |         |       |                    |           |
|      |         |       |                    |           |
|      |         |       |                    |           |
|      |         |       |                    |           |
|      |         |       |                    |           |
|      |         |       |                    |           |
|      |         |       |                    |           |
|      |         |       |                    |           |
|      |         |       |                    |           |

## Attachment 7 Tree Trust Fund Grant Program Reimbursement Form

**Neighborhood Organization:** \_\_\_\_\_

**Name of Project:** \_\_\_\_\_

| Vendor/Business       | Date              | Item                       | Cost           |
|-----------------------|-------------------|----------------------------|----------------|
| <i>Ex: Home Depot</i> | <i>12.15.2020</i> | <i>20 bags mulch</i>       | <i>\$81.55</i> |
| Gotprint.com          | 12/15/24          | 10 yard signs for outreach | \$200          |
| Amazon                | 12/15/24          | 80 plastic tree protectors | \$214          |
| Home Depot            | 12/15/24          | 40 watering buckets        | \$200          |
|                       |                   |                            |                |
|                       |                   |                            |                |
|                       |                   |                            |                |
|                       |                   |                            |                |
|                       |                   |                            |                |
|                       |                   |                            |                |
|                       |                   |                            |                |
|                       |                   |                            |                |
|                       |                   |                            |                |
|                       |                   |                            |                |

**TOTAL:** \$614

**Please attach all receipts.**



*Creating Fun,  
Memorable  
Experiences.*

113 Bay Bridge Drive  
Gulf Breeze, FL 32561

innisfreehotels.com  
P: 850.934.3409



The Hive Foundation  
INNISFREE HOTELS

**September 5, 2024**

**Dear Grant Review Team members,**

I am writing on behalf of Innisfree Hotels in support of the Tree Canopy Restoration Project of Pensacola (Canopy Project) and their application for the Tree Trust Fund Grant program.

As a supporting member of the Canopy Project's volunteer committee for the 2023 planting project, I have experienced the unwavering commitment and dedication these community members have in their pursuit of a more resilient Pensacola. Each member is truly passionate about improving not only our neighborhoods but also the lives of our neighbors through tree planting projects.

The project leaders have the established community connections needed to sustain this type of grassroots effort in Pensacola. They also have access to and support of local tree experts, ensuring that the tree planting will be executed correctly. Their efforts have now resulted in two successful tree planting projects and demonstrated efficient and responsible management of City funds.

The Canopy Project has proven that their model works, and this model provides the City with a unique opportunity to save on tree planting costs, to expand tree planting onto private property, and to support the creation of stronger neighborhoods and communities. At Innisfree, we believe canopy restoration is not only important for neighborhoods and residents but that it is tied to the overall need to combat the effects of rising temperatures. These efforts will be crucial to ensure we can continue to host millions of visitors in our area every year.

Thank you for considering my support of the Canopy Project's application for Tree Planting 2025.

**Sincerely,**

**Bethanne Edwards**

**Director of Sustainability**

**Innisfree Hotels**

[bedwards@innisfreehotels.com](mailto:bedwards@innisfreehotels.com)

# Attachment 6 Tree Trust Fund Grant Program Volunteer Pledge Sheet

Page \_\_\_\_\_ of \_\_\_\_\_

Volunteer Activity: Planting Trees

Approximate Date: Dec 2024 / Jan 2025

| Name             | Phone #        | Email                    | # of hours pledged | Signature        |
|------------------|----------------|--------------------------|--------------------|------------------|
| Katie Dineen     | (850) 376-8800 | katieamedineen@gmail.com | 10                 | Katie Dineen     |
| Kimberly Sims    | 950 380 1774   | KCSIMS88@gmail.com       | 10                 | Kimberly Sims    |
| Elizabeth Eubank | 561 332 465    | harcuca@yahoo.com        | 5                  | Elizabeth Eubank |
| Rob Eubank       | 561 385 9184   | rob.eubank@gmail.com     | 5                  | Rob Eubank       |
|                  |                |                          |                    |                  |
|                  |                |                          |                    |                  |
|                  |                |                          |                    |                  |
|                  |                |                          |                    |                  |
|                  |                |                          |                    |                  |
|                  |                |                          |                    |                  |



**Attachment 6**  
**Tree Trust Fund Grant Program**  
**Volunteer Pledge Sheet**

Page \_\_\_\_\_ of \_\_\_\_\_

Volunteer Activity: Planting Trees

Approximate Date: December 2024 - January 2025

| Name             | Phone #        | Email                    | # of hours pledged | Signature        |
|------------------|----------------|--------------------------|--------------------|------------------|
| Kelly Hagen      | (850) 217-8787 | Kellyohagen@gmail.com    | 10                 | Kelly Hagen      |
| Chelsea Mahan    | 336 480-5742   | chelseamahan@gmail.com   | 10                 | Chelsea Mahan    |
| Jimmie Jarrett   | 850 918-3871   | jjarrett@myescambia.com  | 4                  | Jimmie Jarrett   |
| Ryan Kiley       | 950 501-3297   | rkiley@myescambia.com    | 10                 | Ryan Kiley       |
| Madison O'Toole  | (850) 449-9739 | mgotoole@myescambia.com  | 10                 | Madison O'Toole  |
| Beth Gaillet     | (850) 471-6325 | bmgaillot@myescambia.com | 4                  | Beth Gaillet     |
| Maria Rosasco    | (850) 516-2247 | miaRosasco@gmail.com     | 10                 | Maria Rosasco    |
| Anthony Franklin | (850) 420-4817 | AJF8615@gmail.com        | 6                  | Anthony Franklin |
| Dixie Wilkinson  | 850 572 9547   | 709 S "I" St             | 10                 | Dixie Wilkinson  |
| Mike Wilkinson   | 850 572.2173   | " " " "                  | 4                  | Mike Wilkinson   |
| Rob McDavid      | 850-554-3989   | 1216 Bayou Blvd          | 4                  | Rob McDavid      |
| Adam Cayton      | 919-619-7926   | 1691 Fulk Dr.            | 10                 | Adam Cayton      |

**FROM THE DESK OF**



**EAST HILL**  
*Neighborhood Association*

August 2, 2024

Dear city of Pensacola and Tree Canopy Council,

We are writing to express our support for the grant proposal by the Tree Canopy Council for continued efforts to put more trees into the ground. The proposal aligns well with our Mission of nurturing connections for a fun and vibrant East Hill/Pensacola where everyone belongs, particularly in enhancing our community spaces and promoting environmental sustainability.

The project's focus on planting more trees to support air quality, water retention efforts, beautification, reduction of surface level heat and much more fully aligns with that of the community. We believe that this grant will play a crucial role in achieving these outcomes and furthering our shared vision for a better, greener city to further create a charming more accessible destination where everyone is engaged, safe, and happy.

Thank you for considering this important initiative. We are excited about the positive impact it will bring and support the grant application.

Sincerely,

Board of Directors

East Hill Neighborhood Association

**East Hill Neighborhood Association**

PO Box 6164, Pensacola, FL 32503  
850.529.0699 | [info@myeasthill.org](mailto:info@myeasthill.org)  
[www.myeasthill.org](http://www.myeasthill.org)



# Canopy Restoration Tree Watering Guide



Congratulations! You are now part of a growing number of citizens helping to create a cooler and greener future for Pensacola. By following these instructions, you will be able to give your tree a long, healthy life!

| Schedule | Size of Tree                 | Amount of Water | Frequency of Watering                                                                      |
|----------|------------------------------|-----------------|--------------------------------------------------------------------------------------------|
| 1        | Less than 2 inch diameter    | 4 gallons       | Water daily: 2 weeks<br>Water every other day: 2 months<br>Water weekly: until established |
| 2        | 2-4 inch diameter            | 5 gallons       | Water daily: 1 month<br>Water every other day: 3 months<br>Water weekly: until established |
| 3        | Greater than 4 inch diameter | 6-10 gallons    | Water daily: 6 weeks<br>Water every other day: 5 months<br>Water weekly: until established |

**Important: Sprinkler irrigation is insufficient! Direct watering using a hose or bucket is required.**

Is your tree showing signs of distress?  
Call our City Arborist Kris Stultz at 850-490-4033

Have questions about the schedule or project?  
Email us at [canopyrestorationpensacola@gmail.com](mailto:canopyrestorationpensacola@gmail.com)

# Citizens' Canopy Restoration Project Care Contract

## Commitment to Care Term is One Year

### ***Congratulations!***

You are now part of a growing number of neighbors helping to create a greener, cleaner, more naturally beautiful and resilient future for the city of Pensacola. The first year of care is the most critical. This document details best practices to follow the first year to ensure planting success and allow your new young tree to establish itself in its new location. These two most important best practices are:

Number 1: Sufficient watering for the size of the tree    Number 2: Maintaining a mulch ring around the tree base/protection from mowers

### **Watering**

Water your tree regularly and deeply for the first year as it gets established. Water daily according to this schedule depending on the size of your tree. Watering your tree is the most important success factor in the care of your tree. Using a sprinkler will not be sufficient. Each tree must be watered at the base of the tree using a hose or the bucket provided.

| Irrigation Schedule |                               |                 |                                                                                            |                             |
|---------------------|-------------------------------|-----------------|--------------------------------------------------------------------------------------------|-----------------------------|
| Schedule Number     | Size of Tree                  | Amount of Water | Best Results                                                                               | Survival                    |
| 1                   | Less than 2-inch diameter     | 4 gallons       | Water daily: 2 weeks<br>Water every other day: 2 months<br>Water weekly: until established | Twice weekly for 2-3 months |
| 2                   | 2-4- inch diameter            | 5 gallons       | Water daily: 1 month<br>Water every other day: 3 months<br>Water weekly: until established | Twice weekly for 3-4 months |
| 3                   | Greater than 4- inch diameter | 6 – 10 gallons  | Water daily: 6 weeks<br>Water every other day: 5 months<br>Water weekly: until established | Twice weekly for 4-5 months |

### **Mulching**

Mulching around a tree makes lawns more attractive, controls weeds, and helps maintain soil moisture. Choosing a lite mulch like raked leaves or pine straw allows good oxygen flow to top roots. Avoid heavy wood chip mulch early in the tree's life. Mulch wide, not deep, and mulch more than just the root ball, ideally three to four feet out from the trunk. Keep all mulch away from the tree's trunk, allowing the root flare to show just above ground level. The goal is to promote root development away from the tree. Also, creating a tree- to four-foot mulched ring around a tree creates a physical cue for landscapers to avoid mowing or weed whacking close to the trunk. Nicks and cuts on the trunk can kill trees.

I HAVE READ THE ABOVE COMMITMENT TO CARE AND UNDERSTAND THE RESPONSIBILITIES I ASSUME IN HAVING A TREE PLANTED ON MY PROPERTY AS PART OF THE CITIZENS TREE CANOPY RESTORATION PROJECT..

- I AGREE TO WATER ACCORDING TO THE SCHEDULE (\_\_\_\_\_) AND MAINTAIN MULCH AROUND EVERY TREE PLANTED ON MY PROPERTY AS SUGGESTED BY THIS DOCUMENT FOR AT LEAST THE FIRST YEAR AFTER PLANTING.
- I AGREE TO PERIODIC TREE INSPECTIONS TO BE PERFORMED BY A MEMBER OF THIS PROJECT TO BE AGREED UPON BY TREE RECIPIENT AND NEIGHBORHOOD ASSOCIATION.

\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

Citizens’ Canopy Restoration Project Care Contract

Tree Number, Species and Location \_\_\_\_\_

Tree Number, Species and Location \_\_\_\_\_

Tree Number, Species and Location \_\_\_\_\_

Create a diagram for tree placement on property.



---

Seville Square Historic District  
NEIGHBORHOOD ASSOCIATION

Date: 29 August 2024

TO: Canopy Council, c/o Chelsea Mahan  
313 East Intendencia Street  
Pensacola, FL 32502

Chelsea: Please allow this letter to serve as our support of, and our commitment to, the Canopy Committee. Your efforts to restore the tree canopy of Pensacola is a great community endeavor that is appreciated by the Seville Square Historic District Neighborhood Association and its membership.

R. Scott Holland, Board Member (SSHDNA)  
(850) 393-2168

[www.sevillesquare.org](http://www.sevillesquare.org)

### Vibrant Neighborhoods Matching Grant Program Budget Template

|                    |                                                                |
|--------------------|----------------------------------------------------------------|
| Neighborhood Name: | Tree Canopy Restoration Project of Pensacola: Citywide Project |
| Project Name:      | Pensacola Tree Project 2025                                    |

#### TOTAL PROJECT COST (grant funds requested + applicant paid costs, if any)

1. List ALL items/services required for project completion. If a vendor is to be paid list the vendor's name. If items are to be purchased, indicate where the items will be purchased. Indicate whether grant funds or matching funds will be used to purchase the item/service.

| Vendors/suppliers to be paid:                  | Items/services to be funded: | Amount:     | Quotes Provided | Grant funds | Matching funds |
|------------------------------------------------|------------------------------|-------------|-----------------|-------------|----------------|
| Panhandle Growers                              | 80 trees, varying species    | \$ 4,800.00 |                 |             |                |
| <a href="http://Gotprint.com">Gotprint.com</a> | 10 yard signs for outreach   | \$ 200.00   |                 |             |                |
| amazon                                         | 80 plastic tree protectors   | \$ 214.40   |                 |             |                |
| Home Depot                                     | 40 watering buckets          | \$ 200.00   |                 |             |                |
|                                                |                              |             |                 |             |                |
|                                                |                              |             |                 |             |                |
|                                                |                              |             |                 |             |                |
|                                                |                              |             |                 |             |                |
|                                                |                              |             |                 |             |                |
| Total Project Cost                             |                              | \$ 5,414.40 |                 |             |                |

#### CASH MATCH CONTRIBUTIONS (if applicable)

2. List any cash that will be contributed toward the project by your organization or others.

| Orgs/Entities contributing cash: | Items/services to be paid (if specified): | Amount: | Documentation Provided |
|----------------------------------|-------------------------------------------|---------|------------------------|
|                                  |                                           |         |                        |
|                                  |                                           |         |                        |
|                                  |                                           |         |                        |
|                                  |                                           |         |                        |
|                                  |                                           |         |                        |
|                                  |                                           |         |                        |
| Total Cash Match                 |                                           | \$ -    |                        |

#### IN-KIND MATCH CONTRIBUTIONS (if applicable)

| Org/Entities donating supplies or | Items/services to be donated: | Value: | Documentation |
|-----------------------------------|-------------------------------|--------|---------------|
|                                   |                               |        |               |
|                                   |                               |        |               |
|                                   |                               |        |               |
|                                   |                               |        |               |
|                                   |                               |        |               |
|                                   |                               |        |               |
| Total In-Kind Match               |                               | \$ -   |               |

#### VOLUNTEER TIME CONTRIBUTIONS (if applicable) Complete the Volunteer Time Worksheet on Tab 2. Values will

|                      |             |
|----------------------|-------------|
| Volunteer Time Match | \$ 6,888.00 |
|----------------------|-------------|

|                        |            |
|------------------------|------------|
| Total Grant Request    | \$5,414.40 |
| Minimum Match Required |            |
| Total Match Provided   |            |



## Volunteer Time Worksheet

| List volunteer events - One (1) event per row |  | Approximate date        |          | Total # of<br>volunteers | Total # of<br>hours |
|-----------------------------------------------|--|-------------------------|----------|--------------------------|---------------------|
| Application prep                              |  |                         | 8/1/2024 | 5                        | 10.00               |
| Pre-planting Day 1                            |  | 1/9/2025                |          | 12                       | 48.00               |
| Pre-planting Day 2                            |  | 1/10/25                 |          | 12                       | 48.00               |
| Planting Day                                  |  | 1/11/2025               |          | 50                       | 150.00              |
|                                               |  |                         |          |                          |                     |
|                                               |  |                         |          |                          |                     |
|                                               |  |                         |          |                          |                     |
|                                               |  |                         |          |                          |                     |
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|                                               |  |                         |          |                          |                     |
|                                               |  |                         |          |                          |                     |
|                                               |  |                         |          |                          |                     |
|                                               |  |                         |          |                          |                     |
|                                               |  |                         |          |                          |                     |
|                                               |  |                         |          |                          |                     |
|                                               |  | Total Volunteer Hours   |          | 246.00                   |                     |
|                                               |  | Volunteer Hour \$ Value |          | 6888.00                  |                     |
|                                               |  |                         |          |                          |                     |

\*Summarize total volunteer events above using information from your Volunteer Pledge Sheets (future volunteering) and Sign-in sheets (pre-application volunteering).  
\*Pledge Sheets and Sign in Sheets must be turned in with grant application.

\*Pledge Sheets and Sign in Sheets must be turned in with grant application.



## Letters from Tree Recipients

Tree Canopy Project



Ann D

Dear sirs,

I am the recipient of a Little Gem Magnolia tree through the 2024 Tree Canopy Project. While I would have loved a live oak, my property was not eligible for it. The Council did a fantastic job organizing the requests and planting. I was unable to assist with the planting due to my work schedule. My tree is thriving, even with the drought and I have talked about this program with so many of my neighbors. Thank you for this grant program and let's keep this going!

Sincerely

Ann Durso

Fri, Aug 16, 11:18AM ☆ 😊 ↩ ⋮



**Canopy Council** <canopyrestorationpensacola@gmail.com>

to Ann ▼

Thank you so much, Ann!

...

Mon, Aug 19, 1:27PM ☆ 😊 ↩ ⋮

← Reply

Forward



Canopy Tree Redipients Inbox x



Dr Martha S Horton

to me ▾

Dear Canopy Council,

I received a magnificent small magnolia tree last year through this vital project. I live in North Hill at 1517 North Spring Street.

From the beginning the Canopy Tree project has been professional, extremely well organized, informative, and supportive. I have felt confident I can do the best for my tree because of the guidance provided by the group.

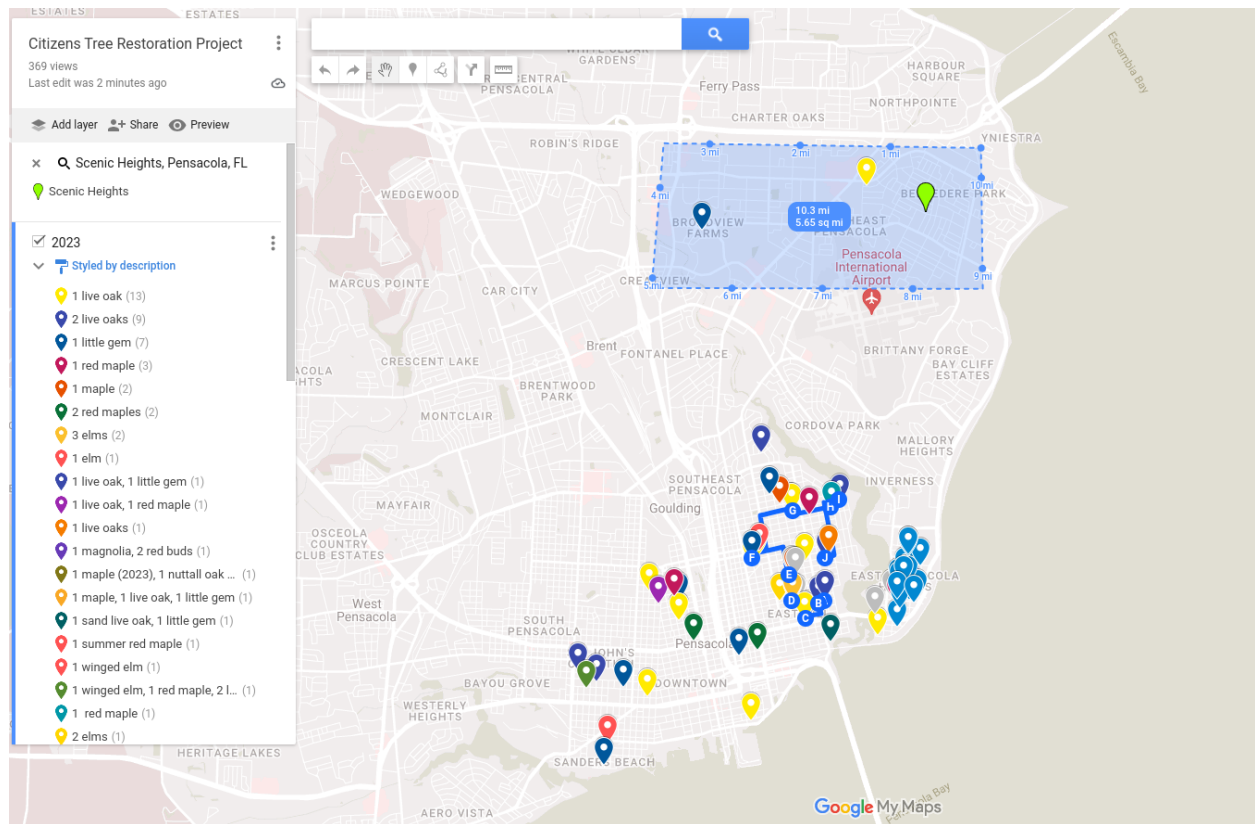
As a senior of 82 years, I could not have received and planted the tree on my own. On a very rainy day two volunteers brought, planted, and settled the tree. I was given a plastic coated directions sheet with very explicit directions for short and long term care of the tree. There have been followup messages as the temperature has changed to guide adapting to the needs for watering.

The entire experience provided by this group has been extraordinary. We are so fortunate to have it to combat climate change and enhance the beauty of our beloved Pensacola.

I'm thrilled I agreed to participate and love my little Magnolia. Thank you so much.

Yours very truly,  
Dr. Martha S. Horton

Fri, Aug 16, 10:21AM ☆ 😊 ↩ ⋮





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 24-1201

**Agenda Conference**

**12/9/2024**

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** COUNCIL MEMBER JENNIFER BRAHIER

**SUBJECT:**

TREE PLANTING TRUST FUND GRANT REQUEST - TANYARD NEIGHBORHOOD ASSOCIATION

**RECOMMENDATION:**

That City Council approve a grant request to the Tanyard Neighborhood Association in the amount of \$203.62, as recommended by the Environmental Advisory Board (EAB), in accordance with City Code Sec. 12-6-10(c)(2)..

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

City Code Section 12-6-10(c)(2) - Tree and Landscape Regulations; Enforcement ; Grant Program states:

2) A grant program is hereby established for community organizations such as neighborhood associations, civic organizations, and garden clubs, according to the following criteria:

- a. Each grant is limited to 50 percent of the cost of the proposed project up to \$5,500.00;
- b. The tree planting trust fund must have sufficient funds for the project requested;
- c. Grant requests must be submitted to the environmental advisory board for review prior to consideration by the city's designated arborist and city council;
- d. The city council must approve each grant request; and
- e. The funds must be utilized for providing trees or other appropriate vegetation along with associated irrigation that will help restore the tree canopy as deemed appropriate by proper planting location requirements and may enhance the natural beauty of the community, serve to deter graffiti or the defacement of public or private property, and may create sound buffers where desirable.

In accordance with this section, the Tanyard Neighborhood Association has submitted a grant request for the purpose of assisting the city in achieving canopy restoration goals, utilizing tree planting trust fund dollars to plant new trees, enhance partnerships between the City and Neighborhood Associations and education community stakeholders on tree canopy maintenance and restoration. The goal is to enhance tree canopy restoration within neighborhoods and

parks, through a city-funded, citizen-driven tree planting project that focuses on rebuilding the city's canopy by planting trees within the right-of-way or within 20 feet of the ROW or within City parks. The total project cost submitted was \$1,157.24; however included within this amount was a reimbursement request of \$750 for the tree removal of one live oak. While this was a recommendation of the City Arborist, it was determined that this amount should not be included within the grant request. Therefore, the actual total project cost would be \$407.24.

This section limits each grant to 50% of the cost of the proposed project up to \$5,500.00.

At its November 7, 2024, EAB Board Meeting, a motion was made and seconded to approve the grant request and send a recommendation to City Council stating such. The vote passed on a vote of 6-0 with three members absent.

This item is time-sensitive due to the time needed for tree purchases, delivery and planting within the recommended planting period. Also, the original grant request reviewed and approved by the EAB was for a total project cost of \$3748.20. However, after location reviews by the city arborist, there was a need to scale back the project significantly. Since this is this organizations first endeavor in the tree planting realm, a scaled back project learning the process and challenges seems appropriate.

**PRIOR ACTION:**

November 7, 2024 -- EAB reviewed the grant request and recommended approval to City Council

**FUNDING:**

Budget: \$407.24

Actual: \$ 203.62

**FINANCIAL IMPACT:**

A reduction within the Tree Planting Trust Fund of \$203.62

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

Don Kraher, Council Executive  
Katherine Kuhn, Environmental Coordinator  
Chase Crawford, Arborist

**ATTACHMENTS:**

1. Tanyard Tree Grant Application 2024 signed

**PRESENTATION:** No



# Tree Trust Fund Grant Program Application

TTF00

Administrative Use Only

## Instructions to Applicants:

Each application must include one original with support materials clearly labeled. See the checklist of items to be included. Applications may be emailed to [kstultz@cityofpensacola.com](mailto:kstultz@cityofpensacola.com). Applications may also be mailed or hand-delivered to: City of Pensacola **222 W Main Street, Pensacola FL, 32502**

## SECTION I - GENERAL INFORMATION

Neighborhood Organization Name: TANYARD NEIGHBORHOOD ASSOCIATION

Project Title: TANYARD TREE CANOPY RESTORATION

Mailing Address:

Phone: (Day) 850-748-4152 (Evening) (Other) Incorporated:

Yes No If yes, enclose a copy of the State of Florida Incorporation Certificate.

| Board Member Position | Name            | Address                                   |
|-----------------------|-----------------|-------------------------------------------|
| MEMBER                | TROY STEPHERSON | 1909 W GARDEN ST.,<br>PENSACOLA, FL 32502 |
|                       |                 |                                           |
|                       |                 |                                           |
|                       |                 |                                           |

Project Manager Name and Contact Information:

Name: TROY STEPHERSON

Phone: 850-748-4152 Email: TROYCCIM@GMAIL.COM

Authorized Applicant Representative:

**I hereby certify that the information contained in this application is correct and represents the consensus of the referenced neighborhood.**

 TROY STEPHERSON Print

Name Signature  
12/6/24 Title

Date



(C) Complete the project timeline. Describe the major activities/tasks that make up the project and estimated completion date. Be specific.

| Task            | Estimated Completion Date |
|-----------------|---------------------------|
| PURCHASE PLANTS | DECEMBER 18, 2024         |
| INSTALL PLANTS  | DECEMBER 19, 2024         |
| AUDIT PLANTS    | JULY 1, 2025              |
|                 |                           |
|                 |                           |
|                 |                           |
|                 |                           |
|                 |                           |
|                 |                           |
|                 |                           |

(D) Maintenance of the project once it has been completed is important. It is not the intent of this program to increase maintenance activities for City staff. As such, the applicant is required to provide any additional maintenance that may be necessary. Describe how the project will be maintained. THIS PROJECT SHALL BE MAINTAINED BY CITIZENS WHO AGREE IN WRITING TO CARE FOR THE NEW TREES VIA "CARE CONTRACT" (see example in document appedixes).

2. NEIGHBORHOOD IMPACT

What is the intended public benefit of the project? Why is it of importance to the neighborhood? (Use additional pages if necessary.) THIS PROJECT SHALL

ENHANCE THE IMAGE OF THE NEIGHBORHOOD AND BRING TOGETHER COMMUNITY STAKEHOLDERS TO ACHIEVE THE CITY'S GOAL OF RESTORING THE TREE CANOPY.

### 3. CAPACITY

Describe the capacity of the organization to complete this project. List previous projects completed, or events held within the neighborhood. THE TANYARD CITIZENS ARE INVOLVED IN THE BEAUTIFICATION OF THE NEIGHBORHOOD AS EVIDENCED BY THE SUCCESS OF THE RECENT MURAL FESTIVAL. THE FESTIVAL ACTIVATED LOCAL ARTISTS TO CREATE LARGE-SCALE MURALS ON SEVERAL COMMERCIAL BUILDINGS ALONG BARRANCAS AVENUE WHICH FEATURED LOCALLY-INSPIRED THEMES.

### 4. PARTICIPATION/COLLABORATION

(A) Neighborhood resident support and participation is critical to the award of a grant. Grant applications that demonstrate strong support will be given more consideration than those that do not. Describe how neighborhood support has been and will be obtained and who will participate. Include any collaboration with outside groups or use of other community resources. Provide letters from supporters and/or signatures with phone numbers. ALL OF THE MEMBERS OF THE TANYARD NEIGHBORHOOD ASSOCIATION WHO ATTENDED THE FEBRUARY 2024 ASSOCIATION MEETING EXPRESSED INTEREST IN THE PROJECT. REPRESENTATIVES OF THIS PROJECT INTEND TO RECRUIT CITIZENS AND LOCAL STAKEHOLDERS TO PARTICIPATE ONCE THE FUNDS HAVE BEEN ALLOCATED. THIS EFFORT WAS MADE POSSIBLE

BY COLLABORATION WITH EAST HILL NEIGHBORHOOD ASSOCIATION AND THE COUNCIL OF NEIGHBORHOOD ASSOCIATION PRESIDENTS OF PENSACOLA.

#### SECTION IV - PROJECT BUDGET

The project budget is the most important part of the application. It details the project expenses and matching funds. Please complete the budget worksheet. This is a separate Excel file that can be found on the program's webpage.

Note: There is a second sheet within the file that is used to calculate volunteer time contributions. Please complete that sheet if using volunteer time as part of your match.

##### 1. MATCHING FUNDS

Please list the sources of matching funds that the neighborhood plans to contribute to support the project, such as in-kind labor, materials, or cash. Requested funds must be matched 50%. These will be further outlined in the budget. MATCHING FUNDS SHALL BE CONTRIBUTED IN THE FORM OF LIKE-KIND LABOR AND PERSONAL MATERIALS.

## **Vibrant Neighborhoods Grant Program**

### **Attachment 1- Application Checklist**

Each application package should include:

- One original signed application with support materials clearly labeled □
- One completed Budget Form (both tabs if using volunteer time) □ If incorporated, a copy of the State of Florida Incorporation Certificate □ One design plan, if applicable
- Attachment 2: Detailed planting plan (for landscape projects)
- Signature of applicant's representative
- Map of project site (if applicable)
- Any additional letters of support you would like to include □

Documentation of Matching Funds:

- Volunteer Sign-in sheet(s)- for pre-application time (Attachment 5)
- Volunteer Pledge sheet(s)- for future volunteer time (Attachment 6)
- Contribution Template(s)- for cash and in-kind donations (Attachment 3)
- Documentation of the association's most current bank account balance if matching funds are to be drawn from that account.

## Tree Trust Fund Grant Program

### Attachment 2- Landscaping Materials and Plans

Planting Summary: List each species of plant to be included in your proposed project. Use either the common or Latin name. Provide the number of the species to be included. Provide the size of each plant at the time of planting (e.g. 3 gallon, 2" pot, 6' height, etc.) Plants must be perennials and no exotic or invasive species are allowed. Note: VNG funds can only be used to purchase perennial plants. The purchase of annual plants is not allowed. However, annual plants purchased with neighborhoods funds can count toward the matching funds contribution. If annuals are to be purchased with neighborhood funds as part of the project, they should be listed below.

| Plant species<br>(common or<br>Latin name) | Number | Size (inch, gallon or<br>feet)                                                                            | Price                                                                                               |
|--------------------------------------------|--------|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| ELM                                        | 5      | 15 GAL                                                                                                    | \$55/EACH (\$275.00 +<br>7.5% SALES TAX<br>=\$295.63)                                               |
| 1 LIVE OAK                                 | 1      | 15 GAL                                                                                                    | \$65/EACH (\$65.00 +<br>7.5% SALES TAX=\$69.88)                                                     |
|                                            |        |                                                                                                           | <b>TOTAL: \$365.51</b>                                                                              |
|                                            |        |                                                                                                           | <b>ALL PRICES QUOTED BY<br/>PANHANDLE GROWERS<br/>(PER<br/>RECOMMENDATION OF<br/>CITY ARBORIST)</b> |
|                                            |        | <b>TOTAL BUDGET TREES +<br/>MATERIALS AND<br/>SERVICES (SEE<br/>ATTACHMENT FOR<br/>MATERIALS BUDGET):</b> | <b>\$1,157.24</b>                                                                                   |
|                                            |        |                                                                                                           |                                                                                                     |
|                                            |        |                                                                                                           |                                                                                                     |



### **Attachment 3**

### **Matching Funds Contribution**

2/26/24

TROY STEPHERSON

1909 W GARDEN ST.

PENSACOLA, FL 32502

850-748-4152

Dear Grant Review Team members,

It is our understanding that is applying for the City of Tallahassee's Vibrant Neighborhoods Matching Grant program. is pleased to support this organization in their endeavor and TANYARD NEIGHBORHOOD ASSOCIATION would like to make the following contribution(s):

□ In-Kind Contribution: THIS PROJECT SHALL BE MAINTAINED BY CITIZENS WHO AGREE IN WRITING TO CARE FOR THE NEW TREES VIA "CARE CONTRACT," WHICH INCLUDES IDENTIFYING POTENTIAL TREE PLANTING SITES, PLANTING THE TREES AND MAINTAINING WITH ON-GOING CARE.

Valued at: \$ 5,000.00

Sincerely,



Signature(s)

(Actual volunteer hours completed - for pre-application documentation and post-award reporting)

9

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Attachment 6**  
**Tree Trust Fund Grant Program**  
**Volunteer Pledge Sheet**

**Volunteer Activity:**

**Approximate Date:**

Page of

| Name | Phone # | Email | # of<br>hours<br>pledged | Signature |
|------|---------|-------|--------------------------|-----------|
|      |         |       |                          |           |
|      |         |       |                          |           |
|      |         |       |                          |           |
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|      |         |       |                          |           |
|      |         |       |                          |           |
|      |         |       |                          |           |
|      |         |       |                          |           |

**Attachment 7**  
**Tree Trust Fund Grant Program**  
**Reimbursement Form**

**Neighborhood Organization:**

**Name of Project:**

| <b>Vendor/Business</b>  | <b>Date</b> | <b>Item</b>                                                                 | <b>Cost</b>                            |
|-------------------------|-------------|-----------------------------------------------------------------------------|----------------------------------------|
| TRI-STATE TREE SERVICES | 12/5/24     | TREE REMOVAL OF 1 LIVE OAK/STUMP GRIDING (PER CITY ARBORIST RECOMMENDATION) | \$750.00                               |
| LOWES                   | 12/5/24     | 5 GALLON BUCKET (3 @ 4.98/EACH)                                             | \$14.94 +<br>7.5% SALES<br>TAX=\$16.06 |
| LOWES                   | 12/5/24     | MULCH (6 @3.98/EACH)                                                        | \$23.88<br>+7.5% SALES<br>TAX=\$25.67  |
|                         |             |                                                                             | <b>TOTAL:</b><br><b>\$791.73</b>       |
|                         |             |                                                                             |                                        |
|                         |             | <b>TOTAL BUDGET INCLUDING TREES:</b>                                        | <b>\$1,157.24</b>                      |
|                         |             |                                                                             |                                        |
|                         |             |                                                                             |                                        |
|                         |             |                                                                             |                                        |
|                         |             |                                                                             |                                        |
|                         |             |                                                                             |                                        |
|                         |             |                                                                             |                                        |
|                         |             |                                                                             |                                        |
|                         |             |                                                                             |                                        |

**TOTAL:**

**Please attach all receipts.**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

### Detail by Entity Name

Florida Not For Profit Corporation

TANYARD NEIGHBORHOOD COMMUNITY ASSOCIATION, INC.

#### Filing Information

|                         |               |
|-------------------------|---------------|
| <b>Document Number</b>  | N1800006157   |
| <b>FEVEIN Number</b>    | 83-4196953    |
| <b>Date Filed</b>       | 06/04/2018    |
| <b>Effective Date</b>   | 06/04/2018    |
| <b>State</b>            | FL            |
| <b>Status</b>           | ACTIVE        |
| <b>Last Event</b>       | REINSTATEMENT |
| <b>Event Date Filed</b> | 12/06/2021    |

#### Principal Address

320 W. GOVERNMENT STREET  
PENSACOLA, FL 32502

Changed: 03/06/2023

#### Mailing Address

320 W. GOVERNMENT ST  
PENSACOLA, FL 32502

Changed: 03/06/2023

#### Registered Agent Name & Address

LENNON, JOE  
320 W. GOVERNMENT STREET  
PENSACOLA, FL 32502

Name Changed: 03/06/2023

Address Changed: 03/06/2023

#### Officer/Director Detail

##### **Name & Address**

Title: PRESIDENT

<https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=TANYARDNEIGHBO...> 1/2



LENNON, JOE  
320 W. GOVERNMENT STREET  
PENSACOLA, FL 32502

Title Treasurer

Baynes, Jay  
308 W. GOVERNMENT STREET  
PENSACOLA, FL 32502

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2022        | 04/10/2022 |
| 2023        | 03/06/2023 |
| 2024        | 03/01/2024 |

Document Images

|                                                  |                                          |
|--------------------------------------------------|------------------------------------------|
| <a href="#">03/01/2024 - ANNUAL REPORT</a>       | <a href="#">View image in PDF format</a> |
| <a href="#">03/06/2023 - ANNUAL REPORT</a>       | <a href="#">View image in PDF format</a> |
| <a href="#">04/10/2022 - ANNUAL REPORT</a>       | <a href="#">View image in PDF format</a> |
| <a href="#">12/09/2021 - REINSTATEMENT</a>       | <a href="#">View image in PDF format</a> |
| <a href="#">02/26/2020 - ANNUAL REPORT</a>       | <a href="#">View image in PDF format</a> |
| <a href="#">04/17/2019 - ANNUAL REPORT</a>       | <a href="#">View image in PDF format</a> |
| <a href="#">06/04/2018 - Domestic Non-Profit</a> | <a href="#">View image in PDF format</a> |

Florida Department of State - Division of Corporations

## EXAMPLE: CARE CONTRACT

### Citizens' Canopy Restoration Project Care Contract

#### Commitment to Care Term is One Year

##### ***Congratulations!***

You are now part of a growing number of neighbors helping to create a greener, cleaner, more naturally beautiful and resilient future for the city of Pensacola. The first year of care is the most critical. This document details best practices to follow the first year to ensure planting success and allow your new young tree to establish itself in its new location. These two most important best practices are:

Number 1: Sufficient watering for the size of the tree    Number 2: Maintaining a mulch ring around the tree base/protection from mowers

##### **Watering**

Water your tree regularly and deeply for the first year as it gets established. Water daily according to this schedule depending on the size of your tree. Watering your tree is the most important success factor in the care of your tree. Using a sprinkler will not be sufficient. Each tree must be watered at the base of the tree using a hose or the bucket provided.

| Irrigation Schedule |                              |                 |                                                                                            |                             |
|---------------------|------------------------------|-----------------|--------------------------------------------------------------------------------------------|-----------------------------|
| Schedule Number     | Size of Tree                 | Amount of Water | Best Results                                                                               | Survival                    |
| 1                   | Less than 2-inch diameter    | 4 gallons       | Water daily: 2 weeks<br>Water every other day: 2 months<br>Water weekly: until established | Twice weekly for 2-3 months |
| 2                   | 2-4-inch diameter            | 5 gallons       | Water daily: 1 month<br>Water every other day: 3 months<br>Water weekly: until established | Twice weekly for 3-4 months |
| 3                   | Greater than 4-inch diameter | 6-10 gallons    | Water daily: 6 weeks<br>Water every other day: 5 months<br>Water weekly: until established | Twice weekly for 4-5 months |

##### **Mulching**

Mulching around a tree makes lawns more attractive, controls weeds, and helps maintain soil moisture. Choosing a fine mulch like raked leaves or pine straw allows good oxygen flow to top roots. Avoid heavy wood chip mulch early in the tree's life. Mulch wide, not deep, and mulch more than just the root ball, ideally three to four feet out from the trunk. Keep all mulch away from the tree's trunk, allowing the root flare to show just above ground level. The goal is to promote root development away from the tree. Also, creating a tree- to four-foot mulched ring around a tree creates a physical cue for landscapers to avoid mowing or weed whacking close to the trunk. Nicks and cuts on the trunk can kill trees.

I HAVE READ THE ABOVE COMMITMENT TO CARE AND UNDERSTAND THE RESPONSIBILITIES I ASSUME IN HAVING A TREE PLANTED ON MY PROPERTY AS PART OF THE CITIZENS TREE CANOPY RESTORATION PROJECT..

- I AGREE TO WATER ACCORDING TO THE SCHEDULE (\_\_\_\_\_) AND MAINTAIN MULCH AROUND EVERY TREE PLANTED ON MY PROPERTY AS SUGGESTED BY THIS DOCUMENT FOR AT LEAST THE FIRST YEAR AFTER PLANTING.
- I AGREE TO PERIODIC TREE INSPECTIONS TO BE PERFORMED BY A MEMBER OF THIS PROJECT TO BE AGREED UPON BY TREE RECIPIENT AND NEIGHBORHOOD ASSOCIATION.

\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

MAP OF TREE PLANTING SITES:

- 1.) REPLACEMENT (PER CITY ARBORIST RECOMMENDATION) OF 1 LIVE OAK AT A STREET AND INTENDENCIA IN RIGHT-OF-WAY: - JOHN GRUSWITZ (OWNER)



## Citizens' Canopy Restoration Project Care Contract

### Commitment to Care Term is One Year

#### Congratulations!

You are now part of a growing number of neighbors helping to create a greener, cleaner, more naturally beautiful and resilient future for the city of Pensacola. The first year of care is the most critical. This document details best practices to follow the first year to ensure planting success and allow your new young tree to establish itself in its new location. These two most important best practices are:

Number 1: Sufficient watering for the size of the tree    Number 2: Maintaining a mulch ring around the tree base/protection from mowers

#### Watering

Water your tree regularly and deeply for the first year as it gets established. Water daily according to this schedule depending on the size of your tree. Watering your tree is the most important success factor in the care of your tree. Using a sprinkler will not be sufficient. Each tree must be watered at the base of the tree using a hose or the bucket provided.

| Irrigation Schedule |                              |                 |                                                                                             |                             |
|---------------------|------------------------------|-----------------|---------------------------------------------------------------------------------------------|-----------------------------|
| Schedule Number     | Size of Tree                 | Amount of Water | Best Results                                                                                | Survival                    |
| 1                   | Less than 2-inch diameter    | 4 gallons       | Water daily: 2 weeks<br>Water every other day: 2 months<br>Water weekly: until established  | Twice weekly for 2-3 months |
| 2                   | 2-4-inch diameter            | 5 gallons       | Water daily: 3 months<br>Water every other day: 3 months<br>Water weekly: until established | Twice weekly for 3-4 months |
| 3                   | Greater than 4-inch diameter | 6-10 gallons    | Water daily: 6 weeks<br>Water every other day: 5 months<br>Water weekly: until established  | Twice weekly for 4-5 months |

#### Mulching

Mulching around a tree makes lawns more attractive, controls weeds, and helps maintain soil moisture. Choosing a fine mulch like raked leaves or pine straw allows good oxygen flow to top roots. Avoid heavy wood chip mulch early in the tree's life. Mulch wide, not deep, and mulch more than just the root ball, ideally three to four feet out from the trunk. Keep all mulch away from the tree's trunk, allowing the root flare to show just above ground level. The goal is to promote root development away from the tree. Also, creating a tree- to four-foot mulched ring around a tree creates a physical cue for landscapers to avoid mowing or weed whacking close to the trunk. Nicks and cuts on the trunk can kill trees.

I HAVE READ THE ABOVE COMMITMENT TO CARE AND UNDERSTAND THE RESPONSIBILITIES I ASSUME IN HAVING A TREE PLANTED ON MY PROPERTY AS PART OF THE CITIZENS TREE CANOPY RESTORATION PROJECT.

- I AGREE TO WATER ACCORDING TO THE SCHEDULE ( ) AND MAINTAIN MULCH AROUND EVERY TREE PLANTED ON MY PROPERTY AS SUGGESTED BY THIS DOCUMENT FOR AT LEAST THE FIRST YEAR AFTER PLANTING.
- I AGREE TO PERIODIC TREE INSPECTIONS TO BE PERFORMED BY A MEMBER OF THIS PROJECT TO BE AGREED UPON BY TREE RECIPIENT AND NEIGHBORHOOD ASSOCIATION.

JOHN GRUSWITZ

Property Owner Name

716 W INTENDENCIA ST.

Address

Phone

JOHN GRUSWITZ

Property Owner Signature

Date

12/06/2024 08:25 AM

jgrus@prodigy.net

Email



- 2.) 3 ELMS ON ZARAGOSSA ST. - TOM ZETTLER (NEIGHBOR--HAS WRITTEN PERMISSION FROM OWNER SEE BELOW FORM)

**Citizens' Canopy Restoration Project Care Contract**

Tree Number, Species and Location 3 Elms in ROW

Tree Number, Species and Location \_\_\_\_\_

Tree Number, Species and Location \_\_\_\_\_

Create a diagram for tree placement on property.

The diagram shows a rectangular property bounded by S de VILLIERS on the left, REUS on the right, and ZARRAGOSSA at the bottom. At the top of the property is a horizontal line representing the street, labeled '320 W Zaragoza'. A small rectangle labeled 'House' is situated on this line. Below the house, a horizontal line is labeled 'sidewalk'. Three vertical lines extend from the sidewalk down into the property, each ending in a dot representing a tree. These lines are labeled with distances from the sidewalk: 84', 33', and 25'. The text '3 trees' is written below the property line. The street name 'ZARRAGOSSA' is written in the center of the property.

### Congratulations!

You are now part of a growing number of neighbors helping to create a greener, cleaner, more naturally beautiful and resilient future for the Pensacola. The first year of care is the most critical. This document details best practices to follow the first year to ensure planting success and your new young tree to establish itself in its new location. These two most important best practices are:

Number 1: Sufficient watering for the size of the tree      Number 2: Maintaining a mulch ring around the tree base/protection from mower

### Watering

Water your tree regularly and deeply for the first year as it gets established. Water daily according to this schedule depending on the size of tree. Watering your tree is the most important success factor in the care of your tree. Using a sprinkler will not be sufficient. Each tree must be watered at the base of the tree using a hose or the bucket provided.

| Irrigation Schedule |                              |                 |                                                                                            |                             |
|---------------------|------------------------------|-----------------|--------------------------------------------------------------------------------------------|-----------------------------|
| Schedule Number     | Size of Tree                 | Amount of Water | Best Results                                                                               | Survival                    |
| 1                   | Less than 2-inch diameter    | 4 gallons       | Water daily: 2 weeks<br>Water every other day: 2 months<br>Water weekly: until established | Twice weekly for 2-3 months |
| 2                   | 2-4 inch diameter            | 5 gallons       | Water daily: 1 month<br>Water every other day: 3 months<br>Water weekly: until established | Twice weekly for 3-4 months |
| 3                   | Greater than 4-inch diameter | 6-10 gallons    | Water daily: 6 weeks<br>Water every other day: 5 months<br>Water weekly: until established | Twice weekly for 4-5 months |

### Mulching

Mulching around a tree makes lawns more attractive, controls weeds, and helps maintain soil moisture. Choosing a lite mulch like raked leaf pine straw allows good oxygen flow to top roots. Avoid heavy wood chip mulch early in the tree's life. Mulch wide, not deep, and mulch more just the root ball, ideally three to four feet out from the trunk. Keep all mulch away from the tree's trunk, allowing the root flare to show just ground level. The goal is to promote root development away from the tree. Also, creating a tree- to four-foot mulched ring around a tree creates a physical cue for landscapers to avoid mowing or weed whacking close to the trunk. Nicks and cuts on the trunk can kill trees.

I HAVE READ THE ABOVE COMMITMENT TO CARE AND UNDERSTAND THE RESPONSIBILITIES I ASSUME IN HAVING A TREE PLANTED ON MY PROPERTY AS PART OF THE CITIZENS TREE CANOPY RESTORATION PROJECT.

I AGREE TO WATER ACCORDING TO THE SCHEDULE (\_\_\_\_\_) AND MAINTAIN MULCH AROUND EVERY TREE PLANTED ON MY PROPERTY AS SUGGESTED BY THIS DOCUMENT FOR AT LEAST THE FIRST YEAR AFTER PLANTING.

I AGREE TO PERIODIC TREE INSPECTIONS TO BE PERFORMED BY A MEMBER OF THIS PROJECT TO BE AGREED UPON BY TREE RECIPIENT AND NEIGHBORHOOD ASSOCIATION.

Property Owner Name

320 W Zaragoza

Address

Phone

Property Owner Signature

11/18/12

Date

Email

tomzettler@yahoo.com

3.) 1909 W GARDEN ST. - 2 ELMS - TROY STEPHERSON (OWNER)





## Citizens' Canopy Restoration Project Care Contract

### Commitment to Care Term is One Year

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TROY STEPHERSON

Property Owner Name

1909 W GARDEN ST.

Address

Phone

Troy Stepherson

Property Owner Signature

Date

12/05/2024 04:58 PM

TROYCCIM@GMAIL.COM

Email