



City of Pensacola

City Council

Agenda - Final

Thursday, December 13, 2018, 5:30 PM

Council Chambers, 1st Floor

ROLL CALL

INVOCATION

Rev. Nikki Thomas, Associate Minister, Edwards Chapel AME Zion Church

PLEDGE OF ALLEGIANCE

Council Member Gerald Wingate

FIRST LEROY BOYD FORUM

PRESENTATION

1. [18-00378](#) PRESENTATION - ESCAMBIA COUNTY ANIMAL SHELTER

Recommendation: That City Council receive a presentation from John Robinson, Director of the Escambia County Animal Control Shelter. Further that this presentation be given at the City Council meeting on December 13, 2018.

Sponsors: Sherri Myers

AWARDS

APPROVAL OF MINUTES

2. [18-00463](#) APPROVAL OF MINUTES: REGULAR MEETING DATED 11/8/18, SPECIAL MEETING DATED 11/27/18, AND ADDITIONAL SPECIAL MEETING DATED 11/27/18

Attachments: [Regular Minutes Dated 11/8/18](#)
[Special Minutes Dated 11/27/18](#)
[Additional Special Minutes Dated 11/27/18](#)

APPROVAL OF AGENDA

CONSENT AGENDA**3. [18-00458](#) 2019 CITY COUNCIL MEETING SCHEDULE**

Recommendation: That City Council adopt the January meeting schedule of January 14, 2019 for the Agenda Conference and January 17, 2019 for the City Council Meeting.

Sponsors: Andy Terhaar

Attachments: [2019 schedule \(2\)](#)

**4. [18-00459](#) ASSIGNMENT OF COUNCIL MEMBERS TO EXTERNAL BOARDS,
COMMISSIONS & AUTHORITIES FOR COUNCIL TERM 2018-2020**

Recommendation: That the following external assignments be filled for a two-year period, until new City Council Members take office in November of 2020.

Pensacola & Perdido Bays Estuary Program (1&1 alternate)	Hill, Cannada-Wynn (A)
Community Action Program (1)	Myers
Community Drug & Alcohol Commission (1)	Wingate
Community Enterprise Investments, Inc. (1)	Cannada-Wynn
Tourist Development Council (2)	Wu, Terhaar
Transportation Planning Organization (5)	Wu, Wingate, Cannada-Wynn, Moore, Hill
Juvenile Justice Council (1)	Wingate
Keep Pensacola Beautiful, Inc. (1)	Hill
Pensacola Escambia Development Commission (2)	Terhaar, Wu
Tourism Administration	Moore
Convention Committee (1)	
West Florida Regional Planning Council (1)	Myers

Sponsors: Andy Terhaar

5. [18-00413](#) WRITE-OFF OF UNCOLLECTIBLE PORT ACCOUNTS RECEIVABLE

Recommendation: That City Council approve the write-off of \$33,055.52 in unpaid storage fees due from Dantzler, LLC, retroactive to September 30, 2018.

Sponsors: Grover C. Robinson, IV

Attachments: [Accounts Receivable Customer Aging Detail Report](#)

6. [18-00424](#) INTERLOCAL AGREEMENT - PENSACOLA-ESCAMBIA COUNTY
PROMOTION AND DEVELOPMENT COMMISSION

Recommendation: That City Council approve the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC) for FY 2019. Further, that City Council ratify the executed agreement.

Sponsors: Grover C. Robinson, IV

Attachments: [Interlocal Agreement between the Escambia County BOCC and the City of I](#)

7. [18-00429](#) INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND
ESCAMBIA COUNTY RELATING TO THE HOLLICE T. WILLIAMS
STORMWATER PARK RESTORE PROJECT

Recommendation: That City Council authorize the Mayor to accept the Interlocal Agreement between the City of Pensacola (City) and Escambia County for the design of the Hollice T. Williams Stormwater Park project relating to the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 under #21.015 (“the Restore Act”), which established the Gulf Coast Restoration Trust Fund in the amount of \$1,597,320 and was allocated to Escambia County.

Sponsors: Grover C. Robinson, IV

Attachments: [Interlocal Agreement between the City of Pensacola and Escambia County](#)

8. [18-00436](#) AWARD OF CONTRACT - BID #18-038 - PORT OF PENSACOLA BERTH
6 BREASTING & MOORING DOLPHINS PROJECT

Recommendation: That City Council award a contract for ITB #18-038 Port Of Pensacola Berth 6 Breasting & Mooring Dolphins Project to Hewes and Company, LLC, of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$2,425,000 plus a 10% contingency of \$242,500 for a total amount of \$2,667,500. Further, that Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

Sponsors: Grover C. Robinson, IV

Attachments: [Bid Tabulation, Bid No. #18-038](#)
[Final Vendor Reference List, Bid No. 18-038](#)

9. [18-00437](#) AIRPORT - AWARD OF CONTRACT RFP #18-036 FIVE (5) YEAR CONCESSION AGREEMENT FOR AUTOMATIC TELLER MACHINE PLACEMENT AND OPERATION

Recommendation: That City Council approve the selection for RFP #18-036 Automatic Teller Machine Placement and Operation at the Pensacola International Airport, with Prineta, LLC of Oakland Park, Kansas submitting the sole proposal. Further, that City Council award the contract for automatic teller machine placement and operation at Pensacola International Airport to Prineta, LLC. Finally, that City Council authorize the Mayor to take all actions necessary to execute the contract.

Sponsors: Grover C. Robinson, IV

Attachments: [Airport Concession Agreement for the Automatic Teller Machine Concession](#)
 [Bid Tabulation- RFP #18-036](#)

10. [18-00447](#) AWARD OF CONTRACT FOR INVITATION TO BID (ITB) #19-002 MORRIS COURT PARK IMPROVEMENTS PROJECT

Recommendation: That City Council award a contract to Emerald Coast Constructors, Inc. for ITB #19-002 Morris Court Park Improvements for \$299,580.25 base bid, \$54,981.00 additive alternate 2, and a 10% contingency of \$35,456.13 for a total amount of \$390,017.38.

Sponsors: Grover C. Robinson, IV

Attachments: [Tabulation Sheet](#)
 [Final Vendor Reference List](#)

11. [18-00439](#) NAMING TENNIS COURT #20 AT ROGER SCOTT TENNIS CENTER

Recommendation: That City Council approve the naming of Court #20 at Roger Scott Tennis Center in honor of Joe Lovoy.

Sponsors: Grover C. Robinson, IV

Attachments: [Name Court 20 at Roger Scott - Request](#)
 [Sec 2-3-3 Naming City Property](#)
 [Court Naming Recommendation Minutes](#)
 [Memo from Parks and Recreation Board](#)

REGULAR AGENDA

12. [18-00452](#) APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY CHAIR
- Recommendation:* That City Council appoint one member of the Community Redevelopment Agency (CRA) as Chair of the CRA for a period of one year, expiring in December of 2019.
- Sponsors:* Andy Terhaar
- Attachments:* [Nomination Forms - Jewel Cannada-Wynn](#)
 [Nomination Form - Ann Hill](#)
 [Ballot](#)
13. [18-00453](#) APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY VICE CHAIR
- Recommendation:* That City Council appoint one member of the Community Redevelopment Agency (CRA) as Vice Chair of the CRA for a period of one year, expiring in December of 2019.
- Sponsors:* Andy Terhaar
- Attachments:* [Nomination Forms - Jared Moore](#)
 [Nomination Form - Gerald Wingate](#)
 [Ballot](#)
14. [18-00444](#) CONSIDERATION OF SKATE PARK PROJECT
- Recommendation:* That City Council consider Upward Intuition's request for the City to assume responsibility for the design and construction of the Blake Doyle Skate Park to be located at the Hollice T. Williams Park.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Blake Doyle Skate Park Opinion of Probable Cost](#)
 [Letter from Mr. Shell](#)
15. [18-00404](#) FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS
- Recommendation:* That City Council accept the FY 2019 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 all actions necessary to accept the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [FDOT Subgrant Hwy Traffic Safety Funds](#)
 [Supplemental Budget Resolution](#)
 [Supplemental Budget Explanation](#)

16. [18-57](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 18-57 - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-57.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 18-57](#)
 [Supplemental Budget Explanation No. 18-57](#)

17. [18-56](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 18-56 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

Recommendation: That the City Council adopt Supplemental Budget Resolution No. 18-56.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 18-56](#)
 [Supplemental Budget Explanation No. 18-56](#)
 [Letter of Certification](#)

18. [18-60](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 18-60 - CONTRACTS PAYABLE

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-60.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 18-60](#)
 [Supplemental Budget Explanation No. 18-60](#)

19. [18-62](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 18-62 - FY 2019
NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-62

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 18-62](#)
 [Supplemental Budget Explanation No. 18-62](#)

20. [25-18](#) PROPOSED ORDINANCE NO. 25-18 - ANNEXATION OF PROPERTY -
CAMPUS HEIGHTS PHASE II

Recommendation: That City Council adopt Proposed Ordinance No. 25-18 on second reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 25-18](#)

21. [18-00461](#) IMPROVING PUBLIC TRUST IN GOVERNMENT THROUGH
TRANSPARENCY AND PUBLIC PARTICIPATION

Recommendation: That City Council mandate its boards and commissions to solicit public input and participation in meetings before board action is taken.

Sponsors: Grover C. Robinson, IV

DISCUSSION

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS

CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM**ADJOURNMENT**

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00378

City Council

12/13/2018

PRESENTATION ITEM

FROM: City Council Member Sherri F. Myers

SUBJECT:

PRESENTATION - ESCAMBIA COUNTY ANIMAL SHELTER

REQUEST:

That City Council receive a presentation from John Robinson, Director of the Escambia County Animal Control Shelter. Further that this presentation be given at the City Council meeting on December 13, 2018.

SUMMARY:

A presentation given by John Robinson, the Director of the Escambia County Animal Control Shelter giving an overview of the challenges faced within the City and the County as it relates to stray animals.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00463

City Council

12/13/2018

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED 11/8/18, SPECIAL MEETING DATED 11/27/18, AND ADDITIONAL SPECIAL MEETING DATED 11/27/18



City of Pensacola

CITY COUNCIL

Meeting Minutes

November 8, 2018

5:30 P.M.

Council Chambers

Council President Wingate called the meeting to order at 5:38 P.M.

ROLL CALL

Council Members Present: Gerald Wingate, Sherri Myers (arrived 7:00), Larry Johnson, Brian Spencer, Andy Terhaar, P.C. Wu

Council Members Absent: Cannada-Wynn

Also Present: Mayor Ashton J. Hayward, III (arrived 6:23)

INVOCATION

Pastor Rob Looper, McIlwain Presbyterian Church

PLEDGE OF ALLEGIANCE

Council Member Andy Terhaar

FIRST LEROY BOYD FORUM

Colvin Rancifer: Addressed Council regarding his concerns related to the lack of safety for pedestrians on Pace Boulevard and referred to the recent incident which two pedestrians were struck by a vehicle. He also urged City officials to install signage at Bruce Beach warning of deep water. Finally he referenced the timeline for improvements to the park at Morris Court and questioned the delay in starting construction.

That concluded the first segment of LeRoy Boyd Forum.

PRESENTATIONS

*****THE FOLLOWING PRESENTATION WAS WITHDRAWN BY THE SPONSOR*****

1. 18-00388 PRESENTATION REGARDING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)'S 2015 COMPLETE STREET GUIDE BOOK AND DESIGN MANUAL ALONG WITH THE POSSIBLE ADOPTION BY REFERENCE INTO THE CITY CODE

***Recommendation:** That City Council be presented information regarding FDOT's 2015 Complete Street Guide Book and Design Manual, with a discussion of the advantage to adopting by reference the same into the City Code. This presentation will take place at the Thursday November 8, 2018 Council Meeting.*

Withdrawn.

*****THE FOLLOWING PRESENTATION WAS WITHDRAWN BY THE SPONSOR
(VIA COUNCIL EXECUTIVE)*****

2. 18-00378 PRESENTATION - ESCAMBIA COUNTY ANIMAL SHELTER

***Recommendation:** That City Council receive a presentation from John Robinson, Director of the Escambia County Animal Control Shelter. Further that this presentation be given at the City Council meeting on November 8, 2018.*

Withdrawn.

3. 18-00395 CLIMATE MITIGATION AND ADAPTATION TASK FORCE REPORT

***Recommendation:** That City Council accept a presentation from the Climate Mitigation and Adaptation Task Force for delivery of the Task Force Report. Further that this presentation be given at the November 8, 2018 City Council Meeting.*

Council Executive Kraher provided a brief summary of the background for the assembly of (the) task force.

Task Force Chair Elaine Sargent along with Task Force Member Dr. Haris Alibasic provided an overhead presentation *Climate Action Recommendations – A Blueprint for Addressing Climate Change at a Municipal Level* (on file with background materials).

Following the presentation, brief discussion took place among Council. Mayor Hayward was also provided an opportunity to make remarks.

Public input was heard from the following individuals:

Larry Chamblin

Christian Wagley

AWARDS

None.

APPROVAL OF MINUTES

4. [18-00425](#) **APPROVAL OF MINUTES: REGULAR MEETING DATED OCTOBER 11, 2018**

A motion to approve was made by Council Member Terhaar and seconded by Council Member Spencer.

The motion carried by the following vote (with Council Member Myers not yet in attendance):

Yes: 5	Gerald Wingate, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0	None

APPROVAL OF AGENDA

Council President Wingate referenced hardcopies of an add-on item sponsored by Mayor Hayward at Council places and indicated **he will entertain a motion to approve adding the following item to the agenda:**

18-00424 ADD-ON: INTERLOCAL AGREEMENT - PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

A motion to approve adding the (above) item to the agenda was made by Council Member Terhaar and seconded by Council Member Spencer.

The motion failed by the following vote (with Council Member Myers not yet in attendance):

Yes: 4	Gerald Wingate, Andy Terhaar, Brian Spencer, P.C. Wu
No: 1	Larry Johnson

A motion to approve the agenda was made by Council Member Terhaar and seconded by Council Member Spencer.

Council Member Spencer requested Item 17, 18-00329 LAND EXCHANGE AGREEMENT - PENSACOLA SOCCER COMPLEX, be moved up to the top of the regular agenda (prior to Item 10).

The motion approving the agenda (as amended) carried by the following vote (with Council Member Myers not yet in attendance):

Yes: 5	Gerald Wingate, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0	None

CONSENT AGENDA

5. [18-00375](#) HOME INVESTMENT PARTNERSHIPS ACT PROGRAM INTERLOCAL AGREEMENT

Recommendation: That City Council approve the HOME Investment Partnerships Act Program (HOME) interlocal agreement with Escambia County providing for the City of Pensacola's participation in the HOME program. Further, that City Council authorize the Mayor to execute all documents relating to the program's administration.

6. [18-00393](#) PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM INTERLOCAL AGREEMENT

Recommendation: That City Council approve entering into the Pensacola and Perdido Bay Estuary Program Interlocal Agreement. Further that City Council authorize the Mayor to execute all associated implementing documents.

7. [18-00397](#) PENSACOLA ENERGY - AWARD OF CONTRACT FOR WAREHOUSE RACKS AND EQUIPMENT

Recommendation: That City Council award a contract in the amount of \$49,515 to Carolina Handling, LLC of Charlotte, North Carolina for the replacement and installation of racks, warehouse fixtures, and equipment in the Pensacola Energy warehouse. Further, that Council authorize the Mayor to execute the contract and take all actions necessary to complete the work.

8. [18-00401](#) EXECUTIVE ASSISTANT TO COUNCIL AND COUNCIL ASSISTANT SALARY INCREASE

Recommendation: That the City Council approve salary increases for the Executive Assistant to Council and Council Assistant, effective October 1, 2018.

9. [18-00405](#) INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE CITY OF PENSACOLA - FUNDING OF AEROSPACE MAINTENANCE, REPAIR AND OVERHAUL (MRO) CAMPUS EXPANSION AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council approve the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to the funding of the aerospace maintenance, repair and overhaul (MRO) campus expansion at the Pensacola International Airport. Further, that City Council authorize the Mayor to take all actions necessary to execute an Interlocal Agreement.

A motion to approve consent agenda Items 5 through 9 was made by Council Member Terhaar and seconded by Council Member Spencer.

CONSENT AGENDA (CONT'D.)

The motion (to approve consent agenda Items 5 through 9) carried by the following vote (with Council Member Myers not yet in attendance):

Yes: 5 Gerald Wingate, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0 None

REGULAR AGENDA**17. [18-00329](#) LAND EXCHANGE AGREEMENT - PENSACOLA SOCCER COMPLEX**

Recommendation: That City Council authorize a land exchange of a portion of city-owned real property located at 2130 Summit Boulevard, parcel reference number 331S307103000000, account number 033540010 with improved real property owned by the Young Men's Christian Association of Northwest Florida, Inc. located at 3215 Langley Avenue, parcel reference number 131S292102000001, account number 012324010 to further the development of a soccer complex. Further that City Council declare the city-owned property surplus and deem such exchange a valid municipal purpose. Finally, that City Council authorize the Mayor to take all action necessary for the exchange of the properties including but not limited to obtaining an appraisal, dividing and a survey of the properties.

A motion to approve was made by Council Member Terhaar and seconded by Council Member Spencer.

Public input was heard from the following individuals:

Sam Mathews	Zachary Peterson
Scott Grissett	Steve Willis
David Werdung	Phil Nickinson
Emily Morgan (with her son Berkley)	Spirit Meeks (with Samantha Pearson)
Patrick Smith	Charles Bare
Frency Moore	

There being no further discussion, the vote was called.

The motion carried by the following vote (with Council Member Myers not yet in attendance):

Yes: 5 Gerald Wingate, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0 None

REGULAR AGENDA (CONT'D.)**10. [18-00361](#) PUBLIC HEARING - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS PHASE II**

Recommendation: That City Council conduct the second of two required Public Hearings, on November 8, 2018, to consider the annexation of fifty-two (52) parcels in the Campus Heights area, which are all owned by the Pensacola International Airport.

Airport Director Flynn described the issue before Council as outlined in the agenda package dated 11/8/18.

There was no public input or discussion among Council.

A motion to approve was made by Council Member Johnson and seconded by Council Member Terhaar.

The motion carried by the following vote:

Yes: 6	Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0	None

11. [25-18](#) PROPOSED ORDINANCE NO. 25-18 - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS PHASE II

Recommendation: That City Council approve Proposed Ordinance No. 25-18 on first reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE

A motion to adopt was made by Council Member Terhaar and seconded by Council Member Johnson.

The motion carried by the following vote:

Yes: 6	Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0	None

REGULAR AGENDA (CONT'D.)

12. [18-00396](#) QUASI -JUDICIAL HEARING - REQUEST FOR CONDITIONAL USE PERMIT APPROVAL - 805 E. GADSDEN STREET - EAST HILL ANIMAL HOSPITAL & PET RESORT

Recommendation: That City Council conduct a quasi-judicial hearing on November 8, 2018 to consider the request for Conditional Use Permit approval for 805 E. Gadsden Street - East Hill Animal Hospital and Pet Resort.

Council President Wingate read into the record describing how a quasi-judicial proceeding differs from legislative action. He then called on City staff as to whether or not this issue is contested. **Planning Services Administrator Morris indicated she is not aware of any formal protest contesting the legality of (this) request.** Council President Wingate indicated they may dispense of formalities and called for evidence to be entered into the record by City staff.

Planning Services Administrator Morris presented evidence into the record on behalf of the City describing the issue and referencing all background materials provided in the agenda package dated 11/8/18, as well as overhead slides of the subject plat.

Dr. Laura Hall: The applicant of (this) request was in attendance and indicated she has no additional evidence to provide.

A motion to approve was made by Council Member Johnson and seconded by Council Member Spencer.

The motion carried by the following vote:

Yes: 6	Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0	None

13. [18-00406](#) LETTER FROM CITY COUNCIL TO ALL MEMBERS SERVING ON CITY COUNCIL APPOINTED BOARDS, COMMISSIONS OR AUTHORITIES

Recommendation: That City Council authorize the Council President to author a letter to be sent to all members serving on City Council appointed Boards, Commissions or Authorities.

A motion to approve was made by Council Member Myers and seconded by Council Member Wingate.

The motion carried by the following vote:

Yes: 6	Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0	None

REGULAR AGENDA (CONT'D.)**14. 18-00412 DECLARATION OF THE EXISTENCE OF EXIGENT CIRCUMSTANCES REGARDING PARCELS I, IA AND III INCLUDED IN THE SEVILLE HARBOR LEASE**

Recommendation: That City Council expressly declare that exigent circumstances exist regarding Parcels I, IA, and III included in the Seville Harbor Lease in accordance with Section 2-3-4 of the City Code. Further, that with this declaration, City Council authorize the Mayor to bring forth a Purchase and Sales Agreement regarding these parcels for consideration.

A motion to approve was made by Council Member Terhaar and seconded by Council Member Johnson.

Discussion ensued among Council with Mayor Hayward commenting.

Public input was heard from the following individuals:

John Bullock
Ed Fleming

Ray Russenberger
Collier Merrill

Council President Wingate made comments indicating he can support this declaration. There being no further discussion, called for the vote.

Council Member Spencer stated he will abstain from the vote on this item due to his conflict of interest.

The motion carried by the following vote (with Council Member Spencer abstaining):

Yes: 4 Sherri Myers, Andy Terhaar, Larry Johnson, P.C. Wu
No: 1 Gerald Wingate

15. 18-00409 APPROVAL OF REAL PROPERTY PURCHASE - 605 WEST INTENDENCIA

Recommendation: That City Council approve the property purchase and sales agreement for the purchase of real property located at 605 West Intendencia, parcel reference number, 000S009070036041, account number 152164000 located within the footprint of Corinne Jones Stormwater Park from Randall A. Seaward in the amount of \$121,091.70 plus closing costs and appraisal fee of \$774.45 for a total of \$121,866.15. Further that City Council authorize the Mayor to negotiate and execute all necessary documents related to the purchase of the property. Finally, that City Council approve a Supplemental Budget Resolution appropriating funds for the purchase of the property.

A motion to approve was made by Council Member Johnson and seconded by Council Member Spencer.

REGULAR AGENDA (CONT'D.)

The motion (to approve Item 15) carried by the following vote:

Yes: 6 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0 None

16. [18-54 SUPPLEMENTAL BUDGET RESOLUTION NO. 18-54 - 605 WEST INTENDENCIA](#)

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-54.

[A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE](#)

A motion to adopt was made by Council Member Wingate and seconded by Council Member Terhaar.

The motion carried by the following vote:

Yes: 6 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0 None

18. [18-00391 CITY OF PENSACOLA HOMEBUYER INCENTIVE PROGRAM](#)

Recommendation: That City Council approve a modification to the City of Pensacola Homebuyer Incentive Program eligibility criteria to remove the essential services personnel requirement.

A motion to approve was made by Council Member Terhaar and seconded by Council Member Spencer.

The motion carried by the following vote:

Yes: 6 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0 None

REGULAR AGENDA (CONT'D.)**19. [18-00415](#) TRANSFER OF FIVE FLAGS MEMORIAL PARK TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

Recommendation: That the City Council adopt a resolution authorizing the Mayor to execute a quitclaim deed transferring the Five Flags Memorial Park to the State of Florida Department of Transportation and to enter into an agreement with the State for appropriate replacement signage. Further that City Council declare the city-owned property surplus and deem such exchange a valid municipal purpose. Finally that City Council authorize the Mayor to take all action necessary for the exchange of the property.

A motion to approve was made by Council Member Johnson and seconded by Council Member Terhaar.

The motion carried by the following vote:

Yes: 5	Sherri Myers, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 1	Gerald Wingate

20. [18-55](#) RESOLUTION NO. 18-55 - TRANSFER OF FIVE FLAGS MEMORIAL PARK TO FLORIDA DEPARTMENT OF TRANSPORTATION

Recommendation: That City Council adopt Resolution No. 18-55:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, FINDING AND DECLARING THE DESIRABILITY AND NECESSITY OF TRANSFERRING OWNERSHIP OF THE FIVE FLAGS MEMORIAL PARK TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS RELATED TO THE REPLACEMENT OF THE THREE-MILE BRIDGE OVER PENSACOLA BAY, AND AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA, FLORIDA, TO EXECUTE A QUITCLAIM DEED TO SUCH PROPERTY TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND AN AGREEMENT PROVIDING FOR APPROPRIATE SIGNAGE IN CONNECTION THEREWITH, AND TO TAKE ALL OTHER ACTIONS NECESSARY RELATING TO THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Terhaar and seconded by Council Member Wingate.

The motion carried by the following vote:

Yes: 6	Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0	None

REGULAR AGENDA (CONT'D.)

21. 18-48 SUPPLEMENTAL BUDGET RESOLUTION NO. 18-48 - FY 2019 ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-48.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Johnson and seconded by Council Member Terhaar.

The motion carried by the following vote:

Yes: 6	Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0	None

22. 18-49 SUPPLEMENTAL BUDGET RESOLUTION NO. 18-49 - FINAL AMENDMENT TO THE FISCAL YEAR 2018 BUDGET

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-49.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Terhaar and seconded by Council Member Johnson.

The motion carried by the following vote:

Yes: 6	Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0	None

23. 18-50 SUPPLEMENTAL BUDGET RESOLUTION NO. 18-50 - FY 2019 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-50.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE

REGULAR AGENDA (CONT'D.)

A motion to adopt (Res. No. 18-50) was made by Council Member Johnson and seconded by Council Member Terhaar.

The motion carried by the following vote:

Yes: 6	Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Larry Johnson, P.C. Wu
No: 0	None

DISCUSSION

None.

COUNCIL EXECUTIVE'S REPORT

Council Executive Kraher advised he will be calling Council Members (individually) to schedule a special City Council meeting, regarding the Airport's Master Plan, either on November 27th (in the afternoon to proceed the reception following the two special meetings already scheduled) or on November 28th.

MAYOR'S COMMUNICATION

Mayor Hayward made remarks as this is his final (regular) meeting since serving two (2) terms as mayor. He thanked the Council for working with him, various staff, and commented on outgoing and incoming Council Members for Districts 4 and 6.

COUNCIL COMMUNICATIONS

Council Member Johnson made remarks as this is his final (regular) meeting since being first elected to the City Council ten (10) years ago.

Council Members Myers and Wu made remarks regarding the outgoing Council Members and Mayor Hayward.

CIVIC ANNOUNCEMENTS

None.

SECOND LEROY BOYD FORUM

Dorothy Dubuisson: Made announcements of upcoming events in the Belmont-DeVilliers neighborhood in conjunction with Foo Foo Festival. She, too, made farewell remarks of outgoing Council Members and the Mayor.

SECOND LEROY BOYD FORUM (CONT'D.)

Council President Wingate: Tagged on farewell remarks to outgoing elected officials.

That concluded the second segment of LeRoy Boyd forum.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 8:20 P.M.

Adopted: _____

Approved: _____
R. Andy Terhaar, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

CITY COUNCIL

Special Meeting Minutes

November 27, 2018

11:45 A.M.

Council Chambers

Council President Wingate called the special meeting to order at 11:47 A.M. for the purpose of honoring out-going City Council Members and the Mayor, as well as ratifying and confirming all acts of Council 2016 – 2018.

ROLL CALL

Council Members Present: Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu

Council Members Absent: None

Also Present: Mayor Ashton J. Hayward, III

INVOCATION

Rabbi Joel Fleekop, Temple Beth El

PLEDGE OF ALLEGIANCE

Council Member Andy Terhaar

PRESENTATIONS

HONORING COUNCIL MEMBER LARRY B. JOHNSON

HONORING COUNCIL MEMBER BRIAN K. SPENCER

HONORING MAYOR ASHTON J. HAYWARD, III

Each of the (above) individuals were provided an opportunity to made remarks.

ACTION ITEMS

1. [18-61](#) RESOLUTION NO. 18-61- RATIFYING AND CONFIRMING ALL ACTS OF COUNCIL - 2016-2018

Recommendation: That City Council adopt Resolution No. 18-61.

A RESOLUTION RATIFYING AND CONFIRMING ALL ACTS OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FOR THE TERM BEGINNING AT 12:00 NOON ON NOVEMBER 22, 2016, AND RUNNING UNTIL 12:00 NOON ON NOVEMBER 27, 2018; PROVIDING AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Cannada-Wynn and seconded by Council Member Johnson.

The motion carried by the following vote:

Yes: 7	Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0	None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 12:35 P.M.

Adopted: _____

Approved: _____
R. Andy Terhaar, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

CITY COUNCIL

Special Meeting Minutes

November 27, 2018

12:00 NOON

Council Chambers

Council President Wingate called the special meeting to order at 12:45 P.M. for the purpose of holding a swearing-in ceremony for incoming City Council Members, as well as appointment of Council President and Vice President.

ROLL CALL

Council Members Present: Gerald Wingate, Sherri Myers, Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, P.C. Wu

Council Members Absent: None

Also Present: Mayor-elect Grover C. Robinson, IV

INVOCATION

Father James Valenzuela, Cathedral of the Sacred Heart

PLEDGE OF ALLEGIANCE

Council Member Jewel Cannada-Wynn

OATH OF OFFICE

DISTRICT 2 - SHERRI MYERS

DISTRICT 4 - JARED MOORE

DISTRICT 6 - ANN HILL

Each of the (above) individuals were administered the oath of office as Members of City Council. Following being sworn in to office, each was provided an opportunity to make remarks.

ACTION ITEMS**1. [18-00442](#) APPOINTMENT - CITY COUNCIL PRESIDENT**

Recommendation: That City Council appoint one of its members as President for a period of one year expiring November 26, 2019.

Each of the following Council Members were nominated to be considered for appointment as City Council President:

Council Member Myers Council Member Terhaar Council Member Wu

Each nominee was provided an opportunity to address Council.

Council President Wingate called for a ballot vote.

Balloting and tallying takes place.

Council President Wingate: Announced the results of the tally indicating a run-off between Council Members Myers and Terhaar.

Balloting and tallying takes place a second time.

Council President Wingate: Announced the results of the second tally indicating Council Member Terhaar has been appointed as City Council President for a period of one year expiring November 26, 2019.

Council President Terhaar takes over the presiding chair.

2. [18-00443](#) APPOINTMENT - CITY COUNCIL VICE PRESIDENT

Recommendation: That City Council appoint one of its members as Vice President for a period of one year expiring November 26, 2019.

Council President Terhaar indicated he will withdraw his name from the ballot since he has been appointed as president.

The only nominee left on the ballot being Council Member Wu.

A motion to appoint Council Member Wu as City Council Vice President for a period of one year expiring November 26, 2019 was made by Council Member Cannada-Wynn and seconded by Council Member Moore.

The motion carried by the following vote:

Yes: 7	Gerald Wingate, Sherri Myers, Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, P.C. Wu
No: 0	None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 1:03 P.M.

Adopted: _____

Approved: _____
R. Andy Terhaar, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00458

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Andy Terhaar

SUBJECT:

2019 CITY COUNCIL MEETING SCHEDULE

RECOMMENDATION:

That City Council adopt the January meeting schedule of January 14, 2019 for the Agenda Conference and January 17, 2019 for the City Council Meeting.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City Charter requires the City Council to schedule a regular council meeting at least once per month. It is customary for the City Council to establish its regular meeting schedule for the following calendar year in December of each year. However, it is the desire of City Council to further discuss the 2019 meeting schedule as well as a discussion of a desire to hold additional meetings. Council will retain the ability to reschedule dates throughout the year in congruence with Council Rules and Procedures, to conduct special council meetings and workshops as necessary.

PRIOR ACTION:

December 14, 2017 - Adoption of the 2018 Council Meeting schedule

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) 2019 Council Meeting Dates (1)

PRESENTATION: No

[illegible]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00459

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Andy Terhaar

SUBJECT:

ASSIGNMENT OF COUNCIL MEMBERS TO EXTERNAL BOARDS, COMMISSIONS & AUTHORITIES
FOR COUNCIL TERM 2018-2020

RECOMMENDATION:

That the following external assignments be filled for a two-year period, until new City Council Members take office in November of 2020.

Pensacola & Perdido Bays Estuary Program (1&1 alternate)	Hill, Cannada-Wynn (A)
Community Action Program (1)	Myers
Community Drug & Alcohol Commission (1)	Wingate
Community Enterprise Investments, Inc. (1)	Cannada-Wynn
Tourist Development Council (2)	Wu, Terhaar
Transportation Planning Organization (5)	Wu, Wingate, Cannada-Wynn, Moore, Hill
Juvenile Justice Council (1)	Wingate
Keep Pensacola Beautiful, Inc. (1)	Hill
Pensacola Escambia Development Commission (2)	Terhaar, Wu
Tourism Administration Convention Committee (1)	Moore
West Florida Regional Planning Council (1)	Myers

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 and current needs, staff along with the Council President provides the proposed assignments.

PRIOR ACTION:

External committee assignments were last approved on December 8, 2016.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00413

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

WRITE-OFF OF UNCOLLECTIBLE PORT ACCOUNTS RECEIVABLE

RECOMMENDATION:

That City Council approve the write-off of \$33,055.52 in unpaid storage fees due from Dantzler, LLC, retroactive to September 30, 2018.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Dantzler, a global distributor of wood products and building materials, utilized warehouse storage space at the Port of Pensacola in excess of the 30 days' free storage time exporters are allotted to assemble shipments and was invoiced storage charges per the port tariff. To date, \$33,005.52 in storage fees remain unpaid and outstanding. Multiple attempts to collect this balance have been made, including issuance of demand letters by the City Attorney's Office.

Dantzler claims they were told by their shipping line, Sapphira Shipping, that the Port had waived storage fees. The Port did not provide any such waiver and Sapphira Shipping denies offering it. Although Dantzler has been unable to provide any written documentation of a fee waiver, they continue to refuse to pay the fees. As a result, Dantzler's credit terms with the Port have been revoked and, in the event they desire to ship via the Port of Pensacola in the future, they will be required to remit full payment of the outstanding amounts owed as well as payment in advance for all estimated Port charges for the new activity.

It is management's opinion that collection is unlikely and approval to write off the customer's balance is being sought. 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:

Current past due storage fees total \$33,005.52. The write-off receivables will not have an impact in FY 2018 or FY 2019 revenues for the Port. The amount was recorded as a bad debt expense in FY 2016.

CITY ATTORNEY REVIEW: Yes

11/16/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
Amy Miller, Port Director
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Accounts Receivable Customer Aging Detail Report

PRESENTATION: No

Phone: (305) 828-9666

Page: 1

Over 120 days



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00424

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

INTERLOCAL AGREEMENT - PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

RECOMMENDATION:

That City Council approve the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC) for FY 2019. Further, that City Council ratify the executed agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

In 1989, House Bill 984 amended Chapter 67-1365, Laws of Florida to require that the City and Escambia County jointly fund the PEDC through an annual Interlocal Agreement. For FY 2019, Escambia County has budgeted \$550,000 and the City has budgeted \$150,000.

PRIOR ACTION:

September 19, 2018 - City Council formally adopted the FY 2019 Budget.

FUNDING:

Budget: \$150,000

Actual: \$150,000

FINANCIAL IMPACT:

Funds have been appropriated in the FY 2019 Budget.

CITY ATTORNEY REVIEW: Yes

11/1/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Interlocal Agreement between the Escambia County BOCC and the City of Pensacola relating to the FY 2018-2019 Funding of PEDC

PRESENTATION: No

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND
THE CITY OF PENSACOLA RELATING TO FY 2018-2019 FUNDING OF THE
PENSACOLA-ESCAMBIA COUNTY PROMOTION
AND DEVELOPMENT COMMISSION**

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

WITNESSETH:

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

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

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

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

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

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

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

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

Article 1
Purpose

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

1.2 Pursuant to the requirements of Chapter 89-481, Laws of Florida, the County, in cooperation with the City, hereby establishes a financial framework for shared funding responsibilities of the PEDC for FY 2018-2019.

Article 2
Responsibilities of Parties

2.1 As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, the City and the County agree for FY 2018-2019 that the County shall contribute to the PEDC the amount of Five Hundred and Fifty Thousand Dollars (\$550,000.00) and the City shall contribute to the PEDC the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00). Each shall reflect such contributions in their respective budgets.

2.2 This Agreement shall bind the parties beginning October 1, 2018, with respect to their PEDC FY 2018-2019 budgetary contributions. However, contributions for the FY 2018-2019 PEDC budget and any subsequent budget years thereafter shall be in an amount agreed upon between the parties in separate and subsequent interlocal agreements as provided under Chapter 89-481, Laws of Florida.

2.3 The PEDC is intended to be a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the parties also agree to encourage voluntary contributions to the PEDC from the private sector sources.

2.4 This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3
General Provisions

3.1 **Termination:** This Agreement may be terminated by either party for cause or convenience upon providing thirty (30) days written notice to the non-terminating party.

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

3.3 **Records:** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In

the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.4 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.5 All Prior Agreements Superseded:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

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

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

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

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

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

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

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

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

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

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

3.13 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

COUNTY

Jack R. Brown
County Administrator
221 Palafox Place
Post Office Box 1591
Pensacola, FL 32597

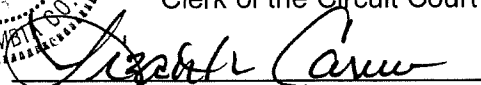
CITY

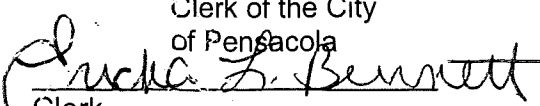
Keith Wilkins
City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

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

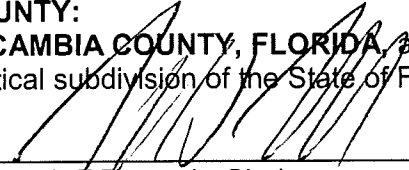
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:



ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

ATTEST: Ericka Burnett
Clerk of the City
of Pensacola

Clerk


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

By: 
Jeff Bergosh, Chairman

BCC APPROVED: 10-04-2018
Date Executed
10/4/2018

Approved as to form and legal
sufficiency.

CITY:
The City of Pensacola, a Florida
Municipal Corporation

By/Title: 
Date: 9/25/18

By: 
Ashton J. Hayward, III, Mayor

Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00429

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY
RELATING TO THE HOLLICE T. WILLIAMS STORMWATER PARK RESTORE PROJECT

RECOMMENDATION:

That City Council authorize the Mayor to accept the Interlocal Agreement between the City of Pensacola (City) and Escambia County for the design of the Hollice T. Williams Stormwater Park project relating to the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 under #21.015 ("the Restore Act"), which established the Gulf Coast Restoration Trust Fund in the amount of \$1,597,320 and was allocated to Escambia County.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Hollice T. Williams Stormwater Park Restoration Project will include the planning and design of dual-use stormwater and recreational features under the Interstate 110 corridor (owned by FDOT) at the Hollice T. Williams Park. Untreated stormwater currently discharges into Pensacola Bay, which impairs the water quality of the Bay and surrounding bodies of water. The project will aid in collecting and treating stormwater runoff under the Interstate 110 overpass in downtown Pensacola. This project will also provide for multi-use recreational basins, including multi-use youth sports fields and a separate skate park, which are effective tools in managing and treating large run-off volumes generated during storm events while maximizing the recreational and socio-economic use of public lands.

To initiate and complete the planning and design phase of the project, the City and Escambia County will participate in an Interlocal Agreement. Essentially, Escambia County will be responsible for managing, administering and completing the design of the project, which shall include procurement/selection of professional architecture and engineering services. The City shall directly participate in the selection of the professional services and shall also provide technical assistance during actual design to ensure compliance with the City's Land Development Code. The City and County will coordinate to be jointly engaged at public stakeholder meetings and the City will provide Escambia County with concurrence of the final project design package.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Funding will be provided by the Gulf Coast Restoration Trust Fund allocated to Escambia County. All expenditures will be incurred by Escambia County and no City of Pensacola funds will be utilized.

CITY ATTORNEY REVIEW: Yes

11/19/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
L. Derrik Owens, Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Interlocal Agreement between the City of Pensacola and Escambia County

PRESENTATION: No

**MEMORANDUM OF UNDERSTANDING BETWEEN ESCAMBIA COUNTY AND
THE CITY OF PENSACOLA RELATING TO THE HOLLICE T. WILLIAMS
STORMWATER PARK RESTORE PROJECT**

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

WITNESSETH:

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

WHEREAS, recognizing that substantial funds of money could be made available to Escambia County through the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 under CFDA #21.015 (hereinafter "the RESTORE Act"), which established the Gulf Coast Restoration Trust Fund, the County developed and submitted a Multi-Year Implementation Plan (hereinafter referred to as the "Plan") to the United States Department of Treasury (hereinafter the "Department") pursuant to all applicable rules and requirements; and

WHEREAS, said Plan consisted of ten (10) initial projects, including the Hollice T. Williams Stormwater Park Project, which was proposed by the City; and

WHEREAS, on October 20, 2017, the Plan was accepted by the Department, which authorized the County to apply for financial assistance from the Gulf Coast Restoration Trust Fund to be used to fund activities and projects consistent with the Plan; and

WHEREAS, on March 29, 2018, the Department awarded to the County a RESTORE Act allocation of \$1,597,320 dollars under Federal Award Identification Number 1RDCGR080054-01-00 for the planning, design, and permitting of the Hollice T. Williams Stormwater Park Project as provided in the Plan; and

WHEREAS, at the January 11, 2018 Committee of the Whole Workshop, the Board of County Commissioners (hereinafter "the Board") directed County staff to administer and manage the Project internally and work in good faith with the City to cooperatively complete the Hollice T. Williams Stormwater Park Project in compliance with the Plan; and

WHEREAS, the parties have determined that it is in the best interest of the citizens of both the incorporated and unincorporated areas of Escambia County that the City and County enter into this Memorandum of Understanding to memorialize the parties' intent as provided herein.

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

Section 1. Purpose of Agreement.

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

1.2 Purpose. The purpose of this Agreement is to establish the conditions, extent, and mechanism whereby the County and the City will work in good faith to cooperatively complete the Hollice T. Williams Stormwater Park Project (hereinafter referred to as the "Project") in compliance with the Plan.

Section 2. Scope of Project.

2.1 Project Description. The Project will include the planning and design of dual-use stormwater and recreational features under the Interstate 110 corridor at the Hollice T. Williams Park. Untreated stormwater currently discharges into Pensacola Bay, which impairs the water quality of the Bay and surrounding bodies of water. The Project will aid in collecting and treating stormwater runoff under the Interstate 110 overpass in downtown Pensacola. This Project will also provide for multi-use recreational basins, including youth sports fields and a skate park, which are effective tools in managing and treating large run-off volumes generated during storm events while maximizing the use of public lands.

2.2 The Project shall be completed in accordance with the terms of the *RESTORE Direct Component Grant Agreement (hereinafter referred to as the "Grant Agreement")*, attached hereto as **Exhibit A**. This Project shall be funded in whole or in part by grant funding provided from the Gulf Coast Restoration Trust Fund, pursuant to Federal Award Identification Number 1RDCGR080054-01-00, the terms of which are incorporated by reference herein. By executing this Agreement, the City acknowledges that it has received a copy of Grant Agreement, attached hereto as **Exhibit A**, and shall comply with all applicable provisions of the Agreement.

2.3 Responsibilities of Parties.

- a) The County shall be responsible for managing, administering, and completing the design of the Project in accordance with the terms of the Grant Agreement.
- b) The County shall be responsible for initiating, administering, and concluding the public procurement of architecture and engineering services for the Project in accordance with County's procurement code, Section 287.055, Florida Statutes, and 2 C.F.R. §200.320(d).
- c) The County and City shall be responsible for assigning selection committee members for the procurement of such services with both Parties being represented equally.
- d) The City shall be responsible for providing technical assistance to ensure the Project design is consistent with the City's stormwater design standards and the City's Community Redevelopment Agency plans. The County shall coordinate with, and the City shall be engaged at all public stakeholder meetings.
- e) The County shall receive a letter of concurrence from the City prior to the approval of the Project design package.
- f) The Project design package shall be provided to the County and the City.
- g) The County and City are not required to commit or encumber any additional funding for the Project beyond what is identified in this Agreement.

2.4 Project Funding. The Project Budget shall be funded by the County's RESTORE ACT allocation from the Gulf Coast Restoration Trust Fund in the amount of \$1,597,320 dollars under Federal Award Identification Number 1RDCGR080054-01-00 for the planning, design, and permitting of the Hollice T. Williams Stormwater Park Project as provided in the County's Multi-

Year Implementation Plan.

2.5 Term and Termination. This Memorandum of Understanding shall commence upon the date last executed and run concurrent with the term of the Grant Agreement referenced herein unless earlier terminated by either party by providing thirty (30) days prior written notice of termination.

Section 3. Miscellaneous Provisions.

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

3.2 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.3 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 All Prior Agreements Superseded:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

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

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

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

3.7 Interpretation: For the purpose of this Agreement, the singular includes the plural and the

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

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the its interpretation of this Agreement.

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

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

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

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

3.11 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

COUNTY

County Administrator
221 Palafox Place, Suite 420
Post Office Box 1591
Pensacola, FL 32597

CITY

City Administrator
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521

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

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

[SIGNATURE PAGE TO FOLLOW]

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

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

ATTEST:

By: _____
City Clerk

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Lumon J. May, Chairman

Date: _____

BCC APPROVED: _____

Approved as to form and legal
sufficiency.

By/Title: _____
Date: 11/27/18

CITY OF PENSACOLA, a Florida Municipal Corporation

By: _____
Grover C. Robinson, IV, Mayor

Date: _____

EXHIBIT A
[Federal Grant Agreement]

1. DATE ISSUED MM/DD/YYYY 03/29/2018
2. CFDA NO. 21.015
3. ASSISTANCE TYPE Formula Grant

U.S. DEPARTMENT OF THE TREASURY

Office of the Fiscal Assistant Secretary

Office of Gulf Coast Restoration

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain
in effect unless specifically rescinded

4. GRANT NO.
1 RDCGR080054-01-00
Formerly
5. ACTION TYPE
New
6. PROJECT PERIOD
From MM/DD/YYYY 04/01/2018
Through MM/DD/YYYY 03/31/2020
7. BUDGET PERIOD
From MM/DD/YYYY 04/01/2018
Through MM/DD/YYYY 03/31/2020

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Resources and Ecosystems Sustainability, Tourist Opportunities, and
Revived Economies of the Gulf Coast States

8. TITLE OF PROJECT (OR PROGRAM)
Planning Assistance for the Hollice T. Williams Stormwater Park

9a. GRANTEE NAME AND ADDRESS
Escambia County Board of County Commissioners
221 Palafox Pl Ste 140
Pensacola, FL 32502-5833

9b. GRANTEE PROJECT DIRECTOR
Mr. Matt Posner
221 PALAFOX PL STE 140
PENSACOLA, FL 32502-5833
Phone: 850-595-0820

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Taylor Kirschenfeld
221 PALAFOX PLACE
Natural Resources Management Department
PENSACOLA, FL 32502-5833
Phone: 850-595-1630

10b. FEDERAL PROJECT OFFICER
Mr. John Stutts
1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001
Phone: 202-622-0239

Electronically Signed 03/29/2018

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages 21,041.28
b. Fringe Benefits 7,366.32
c. Total Personnel Costs 28,407.60
d. Equipment 0.00
e. Supplies 0.00
f. Travel 0.00
g. Construction 0.00
h. Other 0.00
i. Contractual 1,423,701.49
j. TOTAL DIRECT COSTS 1,452,109.09
k. INDIRECT COSTS 145,210.91
l. TOTAL APPROVED BUDGET 1,597,320.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m) 1,597,320.00
b. Less Unobligated Balance From Prior Budget Periods 0.00
c. Less Cumulative Prior Award(s) This Budget Period 0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 1,597,320.00
13. Total Federal Funds Awarded to Date for Project Period 1,597,320.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project)

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
b. The grant program regulations
c. This award notice including terms and conditions, if any, noted below under REMARKS
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -

☒ Yes

☐ No)

See next page

AUTHORIZING OFFICIAL: Ms. Kristine S Conrath, Deputy Assistant Fiscal Secretary

Electronically Signed 04/09/2018

17. OBJ CLASS	18a. VENDOR CODE	18b. EIN	19. DUNS	20. CONG. DIST.
410001	1280188	596000598	075079673	01
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. Direct	b. RDCGR080054	c. RDC	d. \$1,597,320.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 03/29/2018
GRANT NO. 1 RDCGR080054-01-00	

REMARKS:

This award is approved by Kristine Conrath, Authorizing Official.

Accepting this award in GrantSolutions.gov constitutes acceptance of this award and the Standard Terms and Conditions and Programmatic Terms and Conditions and Special Award Conditions. Award funds will be available to the awardee in an ASAP.gov account.

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 03/29/2018
GRANT NO. 1 RDCGR080054-01-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
04/01/2018	09/30/2018	Semi-Annual	10/30/2018
10/01/2018	03/31/2019	Semi-Annual	04/30/2019
04/01/2019	09/30/2019	Semi-Annual	10/30/2019
10/01/2019	03/31/2020	Final	06/29/2020

RESTORE Act - SPECIAL AWARD CONDITIONS

- Special Condition 1:** An ASAP Maximum Draw Limit of \$1,497,019.68 is in place for this award. The ASAP Maximum Draw Limit allows Escambia County to draw funds from ASAP for budgeted direct costs and indirect costs up to 3% of the total Direct Component award funds received for administrative costs, as this term is defined in 31 CFR § 34.2. This ASAP Maximum Draw Limit restricts withdrawal of funds from ASAP for non-administrative facilities-related indirect costs. Escambia County may request removal of the maximum draw limit in writing and upon submitting documentation supporting its classification of indirect costs as either administrative costs or facilities costs, as they are described in 31 CFR § 34.2 and 2 CFR § 200.414. Escambia County is required to distinguish in its Federal Financial Report (SF-425) submissions the portion of its indirect costs it is claiming as administrative costs from its non-administrative, facilities-related costs.

RESTORE Act - FUNDING AUTHORIZATION

1.

Total Amount of Federal Funds Awarded to Date for Project Period <i>Line 13 of NoA/Amendment</i>	Amount of Funding Restriction	Amount of Financial Assistance This Action <i>Line 12d of NoA/Amendment</i>	Amount Authorized for ASAP Account this Action	Notes
\$1,597,320.00	\$0.00	\$1,597,320.00	\$1,597,320.00	Initial Authorization, with Special Award Condition and maximum draw limit of \$1,497,019.68 per SAC #1

AWARD ATTACHMENTS

Escambia County Board of County
Commissioners

1 RDCGR080054-01-00

1. Approved Scope of Work
2. RESTORE ACT Standard Terms and Conditions – August 2017

Hollice T. Williams Stormwater Park Scope of Work

1. Proposed Scope of Work

Need, purpose, and objectives;

NEED: Downtown Pensacola suffers from severe flooding. Providing this stormwater/recreational park will increase the area's retention and treatment of stormwater. This multi-use space will not only improve water quality for Pensacola Bay, which currently is impaired, but it will also provide a needed recreational space for youth sports and the community.

PURPOSE: To provide flooding relief and stormwater treatment in the Downtown Pensacola area near the I-110 terminus while also creating a recreational space for youth sports and the community.

OBJECTIVE: Planning activities that will lead to coastal flood protection and related infrastructure that will benefit the economy and ecological resources.

How the project/program meets the identified primary activity designated in A1;

The Hollice T. Williams Stormwater Park project is a planning assistance activity which will plan and design dual-use stormwater ponds and recreational-use basins under the Interstate 110 corridor. Stormwater currently discharges to Pensacola Bay untreated, resulting in water quality impairments. During severe rain events, the basin surrounding Hollice T. Williams Park floods. The project will aid the City of Pensacola in collecting, treating and routing 1.3 miles of stormwater that runs off elevated lengths of Interstate 110 near its southern terminus, providing relief to diverse historical neighborhoods in flood prone areas near Hollice T. Williams Park. This park will also provide for multi-use recreational basins, including youth sports fields and a skate park, which are effective tools in managing and treating large run-off volumes generated during storm events while maximizing the use of public lands. Phase 1 will complete the planning, design and permitting for the park.

Specific tasks, milestones and related timeframes (also captured in Milestones Report); and Development of the project consists of five tasks/milestones:

Timeline:

1. Selection of Contractor	April 2018 – Sept. 2018
2. Public Stakeholder Meetings	Oct. 2018 – Mar. 2020
3. Draft Hollice T. Williams Stormwater Park Design	Oct. 2018 – Nov. 2019
4. Permitting Approval	Oct. 2018 – Nov. 2019
5. Finalization of Design Package and Associated Work	Oct. 2019 – Mar. 2020

The following tasks will be completed by Escambia County; however, the county will meet with the City of Pensacola staff regularly to ensure mutual project goals are being met.

Task 1. Selection of Contractor(s)

This task will include coordinating with the City of Pensacola to develop a scope of work, advertising the request for qualifications (RFQ), selection of the contractor(s), and entering into a contract(s). 2 CFR 200 contract provisions will be included in all contract and subcontract agreements. This task will take approximately six months.

Task 2. Public Stakeholder Meetings

Public stakeholder meetings will play an integral role to the project as it relates to protection of infrastructure for the environment and the economy. Stakeholders include but are not limited to property owners, neighborhood groups, businesses, and state and local agencies. A facilitator will guide the development of goals and objectives to assure stakeholders that concerns, constraints, and other opportunities are fully recognized and addressed. These meetings will be held through the duration of the project. The selected contractor will lead two public meetings. It is expected that a meeting will be held at conceptual design and one other time. Escambia County staff will hold additional meetings as needed. This task will take approximately 18 months over the duration of the project.

Task 3. Draft Hollice T. Williams Stormwater Park Design

The selected contractors will meet with the City of Pensacola and Escambia County to coordinate the design and ensure all infrastructure designed will benefit the environment or the economy such as ball fields, skatepark, and stormwater retention, collection, and/or treatment features. The linear park's number one priority is to collect and treat stormwater to reduce coastal flooding and improve the water quality of Pensacola Bay. Selected contractors will meet with the City of Pensacola and Escambia County regularly to ensure project goals are being met.

- a) **Best Available Science:** Although this project is only Planning Assistance, Best Available Science (BAS) will still be applied to ensure the projects in the plan, when completed, will be based on BAS. Escambia County will incorporate best management practices into the design. BAS will influence and steer the design by using data such as flooding records, observational data, water quality records, and proven techniques.
- b) **Design:** To include activities such as 30% design development, 30% design review, 30% utility coordination, 60% design development, 60% design review, 60% utility coordination, 60% in hand walk through, 100% design development, 100% design review, 100% utility coordination and other associated documents.
- c) **Monitoring Plan:** This sub-task will provide Escambia County with a written monitoring procedure to follow during the implementation phase that will document and show project success. Escambia County staff will internally write the document and complement the best available science report. Set goals and objectives will influence the recommended type and amount of data collected to show project success.

This task will take approximately 12 months.

Task 4. Permitting Approval

This task will parallel Task 5 as the selected contractor will send in applications to the appropriate permitting agencies.

- a) **Permitting:** To include activities such as prepare permit submittals (NFWMD, City), agency negotiation and coordination, prepare and submit FEMA "No Rise" Certification, and permit application fees.
- b) **Environmental Checklist:** The project scope and design through the Florida Clearing House and ensure all the RESTORE Environmental Checklist requirements have been met.

This task will take approximately 12 months.

Task 5. Finalization of Design Package and Associated Work

This task will include packaging the final design plans, permitting approval and associated work to have a shovel ready project for the Hollice T. Williams Stormwater Park.

- a) **Contractor Deliverables:** This sub-task includes the contractor producing the final design package to Escambia County to include 100% design plans and associated work referenced in the above tasks.
- b) **RESTORE Staff Deliverables:** This sub-task includes the project manager producing the final documents including the Best Available Science Review and the Success Criteria and Monitoring Plan.
- c) **Identify Funding Sources:** This sub-task includes exploring potential funding sources to fund the implementation of the projects.
- d) **Grant Closeout:** This sub-task includes the necessary steps to close out the grant award with the U.S. Treasury and will be completed internally.

The selected contractor(s) will meet with Escambia County staff regularly to ensure the project goals are being met. Additionally, the Escambia County RESTORE Program Manager will ensure the project continues to meet the RESTORE Act, U.S. Treasury, and 2CFR 200 rules, regulations, and policies. The Environmental Project Coordinator will be responsible for managing the project for Escambia County and sending progress reports to the U.S. Treasury and Escambia County Board of County Commissioners. This task will take approximately six months.

2. Budget Justification

Direct Component: Will fund the planning, design, and permitting of the project.

Other Funding: N/A

Personnel and Fringe Total: \$28,407.60

The following positions will be County employee positions. Escambia County has a 35% fringe rate:

Environmental Project Coordinator - The Environmental Project Coordinator is responsible for direct oversight and administration of tasks 1-5 and the planning and design of the Hollice T. Williams Stormwater Park including document review and approval, attending regular coordination meetings, and presenting updates and decisions to the Board of County Commissioners. The Project Coordinator will also be responsible for making sure Escambia County is compliant with the RESTORE Act and 2 CFR 200, documenting all tasks, and reporting and monitoring the grant. These costs are necessary to ensure the timely, accurate, and cohesive completion of all activities required of the Hollice T. Williams Stormwater Park Project.

Hourly (104 weeks, estimate of 8 hours per week @ \$22.48/hr) = \$18,703.36

Fringe: \$7.87/hr = \$6,547.84

Environmental Project Coordinator Total: \$25,251.20

RESTORE Program Manager – The RESTORE Program Manager is responsible for oversight, supervision, and assistance of grant administration of tasks 1-5.

Hourly (104 weeks, estimate of 1.00 hour per week @ \$22.48/hr) = \$2,337.92

Fringe: \$7.87/hr = \$818.48

RESTORE Program Manager Total: \$3,156.40

Equipment greater than \$5,000: \$0.00

Supplies Total: \$0.00

Contractual Costs Total: \$1,423,701.49

Hollice T. Williams Stormwater Park Architecture & Engineering Services: Escambia County will competitively procure architecture and engineering services for the planning, design, and permitting of the Hollice T. Williams Stormwater Park. The selected contractor will be awarded the funds to carry out defined portions in Tasks 2-5. Estimated Total: \$1,323,701.49

Community Skatepark Architecture & Engineering Services: Escambia County will competitively procure architecture and engineering services for the planning, design, and permitting of the Community Skatepark, which is a component of the Hollice T. Williams Stormwater Park. A separate contract is

necessary as skatepark design requires a special skillset that is not required of general design associated with the Hollice T. Williams Stormwater Park Architecture & Engineering Services contract. The selected contractor will be awarded the funds to carry out defined portions in Tasks 3-5, for the Community Skatepark component only. Estimated Total: \$100,000

Construction Costs Total: \$0.00

Administrative/Indirect Costs Total: \$145,210.91

Escambia County has consulted with and received a letter from the U.S. Department of Housing and Urban Development (HUD) approving an indirect cost rate agreement of 10% (attached). Therefore, 10% is being utilized to calculate the administrative/indirect costs based on the approved cost rate agreement between HUD and Escambia County.

Non-administrative indirect costs (7%) will pay for facilities costs.

Indirect Costs (excluding admin costs): Direct Costs (\$) x 0.07 = \$101,647.64

All other items (see in paragraph below) are to be charged to the 3% administrative costs.

Administrative costs include time spent on oversight and accounting directly related to development of the Hollice T. Williams Stormwater Park for various staff at Escambia County, including the Department of Natural Resources Management Director, Department of Natural Resources Management Administrative Assistant, Water Quality and Land Management Division Manager, Public Information Officer, Finance Director, and Accounting Technician.

Admin Costs: Direct Costs (\$) x 0.03 = \$43,563.27

Other RESTORE Act funds: \$0.00

Other federal funds: \$0.00

Other state or local funds: \$0.00

Other private funds: \$0.00

Total Request: \$1,597,320.00

3. The Applicant's Selection and Oversight of Contractors, if applicable

(b) For non-State applicants:

Nature of the work to be contracted out and the expected number of contracts to be awarded;

It is expected up to two contracts will be awarded. The solicitation for the Hollice T. Williams Stormwater Park will include the planning, design, and permitting of the stormwater retention and treatment features, recreational features, and landscaping. The scope of work will include tasks such as surveying, ecological and biological assessments, stormwater best management practices, regular coordination meetings, conceptual rendering, draft design, final design, monitoring plans, and permitting.

The second solicitation will be for the planning, design, and permitting of the Community Skatepark, which is a component of the Hollice T. Williams Stormwater Park. A separate contract is necessary as skatepark design requires a special skillset that is not required of the general design associated with the Hollice T. Williams Park, as referenced in the previous paragraph. The scope of work will include tasks such as surveying, draft design, final design, and construction documents.

It is expected the contracted firms will work together, as applicable.

Procurement method(s) allowable under 2 CFR 200.320 that will be used for the procurement of the contractor(s);

The Escambia County Procurement Policies and Procedures can be found here:

<https://myescambia.com/our-services/purchasing/purchasing-policies-and-procedures>. All policies and procedures are compliant with 2 CFR 200 and have been verified by auditors from the U.S. Treasury ORG. The contracts will be competitively procured as outlined in 2 CFR 200.320 (d).

Applicant's plan for monitoring contractor performance and compliance.

The Environmental Project Coordinator will be responsible for monitoring the contractor's performance and compliance. The Project Coordinator will require weekly updates and monthly written reports from the contractor(s). The Environmental Project Coordinator and contractor(s) will work together throughout the duration of the project to ensure performance and compliance measures are met.

RESTORE ACT
FINANCIAL ASSISTANCE STANDARD TERMS
AND CONDITIONS AND PROGRAM-SPECIFIC
TERMS AND CONDITIONS

U.S. Department of the Treasury

August 2017



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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. Administrative Costs

- a. Administrative costs are defined at 31 C.F.R. § 34.2.
- b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.
- c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

- a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs other than Direct Component activities, projects, or programs, until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.
- b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

- a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.
- b. Acquisition of land or interests in land.

2. Notifications

- a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:
 - i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;
 - ii. The DUNS Number of the entity;
 - iii. Location of the entity;
 - iv. Discipline or disciplines assigned to the Center of Excellence;
 - v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and
 - vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.
- b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. Performance Reports

In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

STANDARD TERMS AND CONDITIONS
AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C FINANCIAL REQUIREMENTS

1. Applicable Regulations

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.
- b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.
- c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.
- d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- e. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.
- g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. Period of Performance: Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and
- c. These costs would have been allowable if incurred after the date of the award.

4. Indirect Costs

- a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

- b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.
- c. Unallowable direct costs are not recoverable as indirect costs.
- d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:
 - i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,
 - ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. Cost Sharing and Budget Limitations

- a. The recipient is not required to contribute any matching funds.
- b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. Program Income

Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. Subawards

- a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.
- b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).
- c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.
- d. The recipient must provide training and technical assistance to the subrecipient as necessary.
- e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.
- f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.
- g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.
 - i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.
 - ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.
 - iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.
 - iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. Financial Reports

- a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.
- b. In the remarks section of each SF-425 submitted, the recipient must describe by budget category the use of all funds received.
- c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.
- d. The recipient must submit all financial reports via <http://www.GrantSolutions.gov>, unless otherwise specified by Treasury in writing.

2. Performance Reports

- a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.
- b. The recipient must submit all performance reports in (a) above, via <http://www.GrantSolutions.gov>, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:
 - i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:
 - a) In Section B-1:
 - 1) Summarize activities undertaken during the reporting period;
 - 2) Summarize any key accomplishments, including milestones completed for the reporting period;
 - 3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
 - 4) If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief

description of the scope of work.

b) In Section B-2:

- 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
- 2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

- 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.
- 2) For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
- 3) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

- ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.
- iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. Interim Reporting on Significant Developments per 2 C.F.R. § 200.328(d)

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:
 - i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

- i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.
- ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.
- iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at <https://www.treasury.gov/services/restore-act/Pages/Direct%20Component/DirectComponent.aspx>.

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:
 - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;
 - b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.
 - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.

- d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).
 - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.
 - f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.
 3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.
 4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:
 - a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

- b. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms);
 - c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients);
 - d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;
 - e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and
 - f. Any reports, publications, and data sets from any research conducted under this Award.
- 2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.
 - 3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.
 - 4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. Access to Records

- a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).
- c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the

contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. Access to the Recipient's Sites.

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.
6. Requirements applicable to recipients that are not states: The recipient must minimize

the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:
 - a. The recipient receives less than \$120,000 in federal awards per year;
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

- a. A vacancy or change to key personnel listed in the application.
- b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.
- c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must

provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. Prior Approvals

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:
 - i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);
 - ii. A need to extend the period of performance;
 - iii. A need for additional federal funds to complete the activity, project, or program;
 - iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;
 - v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;
 - vi. Any transfer between the non-construction and construction activities; and
 - vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.
- b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. General Requirements

- a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.
- b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

2. Supplies and Equipment

- a. Requirements that are applicable to recipients that are states:
 - i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and

procedures.

- ii. **Supplies:** If the recipient has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

- i. **Equipment and Supplies:** During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than \$5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit or a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

L AMENDMENTS AND CLOSEOUT

1. Amendments

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.
- c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. Closeout

- a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.

Within 90 calendar days after the end of the period of performance, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report, unless the recipient requests, and Treasury approves, an extension.
- b. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.
- c. The recipient must promptly refund any balances of unobligated cash that

Treasury paid.

- d. Within 90 days after receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.
- f. The closeout of this Award does not affect any of the following:
 - i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;
 - ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
 - iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

- a. Impose additional Special Award Conditions such as:
 - i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,
 - ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,
 - iii. Requiring additional activity, project, or program monitoring,
 - iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or
 - v. Establishing additional actions that require prior approval;
- b. Temporarily withhold payments pending correction of the noncompliance;
- c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate this Award;
- e. Withhold additional Awards; and/or
- f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to

Treasury, and Treasury will issue a final determination.

3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.
6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. Payment of Debts Owed the Federal Government

- a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.
- e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. Statutory Provisions

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, "ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- f. Any other applicable non-discrimination law(s).

2. Regulatory Provisions

- a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Treasury Title IX regulations, 31 Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities.

3. Other Provisions

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed \$25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. Lobbying Restrictions

- a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.
- b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. Certification

- a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.
- b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).
- c. Any subrecipient, at any tier, who receives a subaward exceeding \$100,000 under

this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

- d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding \$100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.
- e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. Disclosure of Lobbying Activities

- a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, 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 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 grant.
- b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 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 grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.
- c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 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 grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.
- d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an

erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352,

- e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - ii. A change in the persons(s) influencing or attempting to influence; and/or
 - iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,
- f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,
- h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

- 1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
- 3. Requirements applicable to recipients that are states: When executing procurement

actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*, as well as any other provisions required by law or regulations.

4. Requirements applicable to recipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.
5. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will forward all requests to Treasury's Office of General Counsel for review before making a decision. Treasury will notify the recipient in writing of the final determination.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
 - a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
 - b. Documentation to support an exemption for the project;
 - c. Documentation to support deferral for an exemption or IRB review; or
 - d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive

orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
23. Coral Reef Protection, EO 13089 Invasive Species, EO 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.
- b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. Prohibited and Criminal Activities

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs
- e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. Political Activities

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. American-Made Equipment and Products

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this

Award.

6. Increasing Seat Belt Use in the United States

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. Minority Serving Institutions (MSIs) Initiative

Pursuant to EOs 13555 and 13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

8. Research Misconduct

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. The Trafficking Victims Protection Act of 2000, as amended. (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

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

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
 - ii. Procure a commercial sex act during the period of time that this Award is in effect; or
 - iii. Use forced labor in the performance of this Award or subawards under this Award.
2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or
 - ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - A. Associated with performance under this Award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

b. Provision applicable to a recipient other than a private entity. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or
2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - i. Associated with performance under this Award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.
 3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or
 - ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - B. A for-profit organization
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. The Federal Funding Accountability and Transparency Act of 2006, as amended, (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)

- a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.
- b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at

<http://www.USASpending.gov>.

- c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to \$25,000. This includes any action that brings the cumulative total award to \$25,000 or more. This report must be filed electronically at <http://www.fsrs.gov>.
- d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—
 - i. The total federal funding authorized to date under this Award is \$25,000 or more; and
 - ii. In the preceding fiscal year, the recipient received—
 - 1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - 2) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.
- f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number

established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph b. of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition.

The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. Publications and Signage

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

14. Homeland Security Presidential Directive 12

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
 - i. When no longer needed for subaward or contract performance;
 - ii. Upon completion of the subrecipient or contractor employee's employment; or
 - iii. Upon subaward or contract completion or termination.

15. Foreign Travel

- a. The recipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.

- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. **Export Control**

- a. This clause applies to the extent that this Award involves access to export-controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions:
 - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.
 - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. §

734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.
- g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.
- h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. Compliance with State, Local and Federal Requirements

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. Title

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. Permitting Requirements

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. Federal Interest in Real Property

"Federal interest" refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the "federal interest").

5. Estimated Useful Life

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. Commencement of Construction

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. Use of Real Property

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this

award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. Recording the Federal Interest in the Real Property

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

- a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.
- b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.
- c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.
- d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

- e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.
- f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

9. Administration, Operation and Maintenance

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters; terrorist acts; and
- c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. Reporting Requirement

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years of a federal award and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of the award, and are due no later than 30 days following the end of the reporting period.

11. Insurance

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. Bonding

- a. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury

determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows: A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. Floodplain Requirements

In accordance with 44 C.F.R. Part 9, prior to Treasury's authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

- a. The goal for participation of women in each trade area must be as follows:
From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-6.

15. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms

The recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. 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,
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) — (e) of this paragraph.

16. Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C § 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of \$2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must

be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

17. Equal Opportunity Clause

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

During the performance of this contract, the contractor agrees as follows:

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

18. Revised ADA Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00436

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT - BID #18-038 - PORT OF PENSACOLA BERTH 6 BREASTING & MOORING DOLPHINS PROJECT

RECOMMENDATION:

That City Council award a contract for ITB #18-038 Port Of Pensacola Berth 6 Breasting & Mooring Dolphins Project to Hewes and Company, LLC, of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$2,425,000 plus a 10% contingency of \$242,500 for a total amount of \$2,667,500. Further, that Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port of Pensacola's Berth #6 has reached the end of its' useful service life and must be repaired and portions replaced.

The project consists of the supply and installation of new pipe dolphins with new panel fender systems and mooring bollards. The installation of the new fender system dolphins will require the complete demolition and disposal of the existing Berth #6 fender system as well as the removal and disposal of a portion of the existing concrete deck along the south face. A new timber curb system along the full length of the modified south face is required along with the removal and replacement of the existing bollard on the finger pier with a new bollard. The full height of the existing sheet pile bulkhead above the mudline will be inspected and any holes or cracks repaired. A new Cathodic Protection system will be furnished and installed on each new dolphin and for the landside improvements as well. The project is to be completed in 240 calendar days.

This is, essentially, Phase I of the needed repairs to Berth 6, but has been intentionally designed as a stand-alone project in the event additional funding for the remaining work (Phase II) cannot be secured. Phase II will involve complete removal of the deck, replacement & repair of any damaged or destroyed piles, installation of new decking and installation of new shoreside utility infrastructure. Phase II has an estimated cost of approximately \$6.5 million. Additional funding is currently being pursued for Phase II and any residual funds remaining upon completion of this Phase I project will be rolled into the Phase II funding.

PRIOR ACTION:

May 9, 2013 - City Council adopted a resolution to accept the Joint Participation Agreement between the City and the Florida Department of Transportation for the Berth 6 Rehabilitation grant in the amount of \$1,950,000 with a \$650,000 required matching funds for a total amount of \$2,600,000.

March 12, 2015 - City Council approved Supplement #1 of JPA AR223 increasing grant funds to \$2,287,135 and required matching funds of \$762,378 for a total amount of \$3,049,513.

December 9, 2015 - City Council approved the selection of CB&I GBB for Berth 6 Rehabilitation Engineering Services.

April 14, 2016 - City Council approved Supplement #2 of JPA AR 223 increasing the grant funds to \$2,305,771 and required matching funds of \$768,590 for a total amount of \$3,074,361.

September 15, 2016 - City Council approved Supplement #3 of JPA AR 223 increasing the grant funds to \$3,138,017 and required matching funds of \$978,590 for a total amount of \$4,116,607.

September 19, 2018 - City Council approved the FY 2019 Budget which included an allocation of \$1,000,000 in LOST Series IV Economic Development Initiatives funds to be used for the required local match portion of the project.

FUNDING:

Budget:	\$ 3,138,017	FDOT/FSTED
	<u>1,000,000</u>	LOST IV - Economic Development Initiatives
	<u>\$ 4,138,017</u>	

Actual:	\$ 2,425,000	Construction Contract
	242,500	10% Contingency
	22,000	Facility & Site Condition Assessment (Complete)
	84,000	Solution Alternatives Investigation (Complete)
	<u>552,020</u>	Engineering & Project Management
	<u>\$ 3,325,520</u>	

FINANCIAL IMPACT:

The FSTED Grant funding in the amount of \$3,138.017 has been appropriated for this project. City funding match of \$1,000,000 is the 25% match required for all Port Berth projects funded with FSTED grant funds per the executed JPA. Upon completion of the project, any residual funds from either the \$3,138,017 FSTED grant or the \$1,000,000 City match, will be rolled into funding for Phase II of the project.

CITY ATTORNEY REVIEW: Yes

11/21/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
Amy Miller, Port Director
Clark Merritt, Port Staff

ATTACHMENTS:

- 1) Bid Tabulation, Bid No. 18-038
- 2) Final Vendor Reference List, Bid No. 18-038

PRESENTATION: No

TABULATION OF BIDS

BID NO: 18-038

TITLE: PORT OF PENSACOLA BERTH 6 BREASTING & MOORING DOLPHINS PROJECT

OPENING DATE: November 1, 2018 OPENING TIME: 10:00 P.M.	HEWES & CO., LLC	ORION CONSTRUCTION LTD PARTNERSHIP-TEXAS	CAYO, LLC	WHITE-SPUNNER CONSTRUCTION, INC.
DEPARTMENT: Port	Pensacola, FL	Houston, TX	Fort Worth, TX	Mobile, AL
Base Bid	\$2,425,000.00	\$2,485,597.00	\$2,871,700.00	\$4,520,200.00
Attended Prebid	Yes	Yes	Yes	Yes

Opening Date: 11/01/18

Bid No.: 18-038

FINAL VENDOR REFERENCE LIST
PORT OF PENSACOLA BERTH 6 BREASTING & MOORING DOLPHINS PROJECT
PORT

Vendor	Name	Address	City	St	Zip Code	SMWBE
048002	ACE ENGINEERING INC DBA ACE BUILDERS INC	PO BOX 1165	EGLIN AFB	FL	32542	
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
000641	ALLIED CORROSION INDUSTRIES	1550 COBB INDUSTRIAL DRIVE NE	MARIETTA	GA	30065	
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534	Y
075313	CAYO LLC	1400 EVERMAN PARKWAY STE 116	FORT WORTH	TX	76140	
029923	CERES ENVIRONMENTAL SERVICES INC	1613 FOXWORTH ROAD	BONIFAY	FL	32425	
027092	CHAMPION CONTRACTORS INC	505 NORTH FERDON BLVD	CRESTVIEW	FL	32536	
042045	CHAVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	Y
044571	CHRISTOPHER'S MARINE CONTRACTI	1774 SUNNY OAK STREET	GULF BREEZE	FL	32563	
057454	COASTAL PILE DRIVING INC	2201 VALLEY ESCONDIDO DRIVE	PENSACOLA	FL	32526	
024722	COASTAL REEF BUILDERS INC	40 AUDUSSON AVENUE	PENSACOLA	FL	32507	Y
071766	CONSTRUCTION MGMT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
032692	DECKS N SUCH MARINE INC	PO BOX 327	FL WALTON BEACH	FL	32549	
030632	DEEP & WIDE DREDGING INC	PO BOX 5458	NAVARRE	FL	32566	
049604	DENNIS LEE LAKE JR DBA LEE LAKE CARPENTRY LLC	4451 SWAN AVENUE	PACE	FL	32571	
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
033475	GLF CONSTRUCTION CORPORATION	528 NW 7TH AVENUE	MIAMI	FL	33136	
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	
016100	H G HARDERS & SON INC	5521 EAST HIGHWAY 98	PANAMA CITY	FL	32404	
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503	Y
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
075318	INFRASTRUCTURE & INDUSTRIAL CONSTRUCTORS USA	6914 W LINEBAUGH AVE STE 101	TAMPA	FL	33625	
075316	ISLAND CONTRACTORS	309 EAST 11TH STREET	PANAMA CITY	FL	32401	
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
002026	JACK MOORE & CO INC	P O BOX 37010	PENSACOLA	FL	32526	
053161	JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	
033919	JORDAN PILE DRIVING INC	PO DRAWER 3004	MOBILE	AL	36652	
032824	KENNETH HORNE & ASSOCIATES	7201 NORTH 9TH AVENUE SUITE 6	PENSACOLA	FL	32504	Y
075317	LAREDO CONSTRUCTION	13385 MURPHY ROAD	STAFFORD	TX	77477	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
039164	LOFTIS MARINE DIVISION INC	7150 CLEARWOOD ROAD	PENSACOLA	FL	32526	Y
045203	MOORE, STEVEN T DBA MC GROUP LLC	605-A EAST GOVERNMENT STREET	PENSACOLA	FL	32502	
041868	MRD ASSOCIATES INC	1221 AIRPORT RD STE 210	DESTIN	FL	32541	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
001823	NWF CONTRACTORS INC	P O BOX 1718	FL WALTON BEACH	FL	32549	
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
075315	ORION CONSTRUCTION LIMITED PARTNERSHIP- TEXAS	1200 AEROSPACE AVE SUITE 300	HOUSTON	TX	77034	
030951	PAV'R CONSTRUCTION INC	P O BOX 1293	GULF BREEZE	FL	32562	
075319	PENHALL COMPANY	1574 N EASTERN BLVD	MONTGOMERY	AL	36117	

Opening Date: 11/01/18

Bid No.: 18-038

**FINAL VENDOR REFERENCE LIST
PORT OF PENSACOLA BERTH 6 BREASTING & MOORING DOLPHINS PROJECT
PORT**

Vendor	Name	Address	City	St	Zip Code	SMWBE
003956	PENSA CONCRETE CONSTR CO INC	P O BOX 2787	PENSACOLA	FL	32513	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
067916	PENSACOLA MARINE CONSTRUCTION INC	2207 LIBERTY LOOP ROAD	CANTONMENT	FL	32533	Y
074355	PENSACOLA NEWS JOURNAL	P O BOX 12710	PENSACOLA	FL	32591	
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
057937	ROPER & ROPER GEN CNTRCTRS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
033913	UNITY ENTERPRISES INC	506 W BELMONT STREET	PENSACOLA	FL	32501	
027461	VISION CONSTRUCTION ENT INC (SEAGLADE PROPERTIES INC)	P O BOX 9604	PENSACOLA	FL	32513	Y
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
075314	WHITE SPUNNER CONSTRUCTION INC	2010 W 1-65 SERVICE ROAD SOUTH	MOBILE	AL	36693	

Vendors: 63



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00437

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - AWARD OF CONTRACT RFP #18-036 FIVE (5) YEAR CONCESSION AGREEMENT FOR AUTOMATIC TELLER MACHINE PLACEMENT AND OPERATION

RECOMMENDATION:

That City Council approve the selection for RFP #18-036 Automatic Teller Machine Placement and Operation at the Pensacola International Airport, with Prineta, LLC of Oakland Park, Kansas submitting the sole proposal. Further, that City Council award the contract for automatic teller machine placement and operation at Pensacola International Airport to Prineta, LLC. Finally, that City Council authorize the Mayor to take all actions necessary to execute the contract.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The current five-year concession agreement covering the placement and operation of Automatic Teller Machines in the passenger terminal building at the Pensacola International Airport is expiring. Accordingly, a Request for Proposals (RFP) for another five-year concession period was developed and issued. Under the terms of the agreement, the selected vendor will be required to place, operate, and maintain two machines in the terminal for the use of the individuals traveling through the facility. In consideration of the concession, the vendor will be required to pay the Pensacola International Airport an amount on each surcharged transaction.

One firm responded to the RFP. Prineta, LLC is a private non-bank independent ATM operator offering full-service ATM placement and cash management services in the USA and Canada. They currently own and manage over 1,400 ATMs with 64 locations in Florida. Upon review of the submittal, it is recommended to award RFP #18-036 to Prineta, LLC.

PRIOR ACTION:

December 12, 2013 - City Council awarded RFP #13-018, Automatic Teller Machine Placement and Operation Concession at Pensacola International Airport to The Big Apple Services and ATM, Inc.

October 9, 2008 - City Council awarded Proposal No. 08-047, Automatic Teller Machine Placement and

Operation Concession to Wachovia Bank, N.A.

August 21, 2003 - City Council awarded the Automatic Teller Machine Placement and Operation Concession to Wachovia Bank, N.A.

July 23, 1998 - City Council awarded the Automatic Teller Machine Placement and Operation Concession to AmSouth.

FUNDING:

N/A

FINANCIAL IMPACT:

Prineta, LLC will pay a per square foot rental rate identical to the rental rate paid by the Airlines for the space occupied by the ATM's. In addition, Prineta will also pay a concession fee of \$1.50 per surcharged ATM transaction.

CITY ATTORNEY REVIEW: Yes

11/21/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Airport Concession Agreement for the Automatic Teller Machine Concessions at Pensacola International Airport
- 2) Bid Tabulation- RFP #18-036

PRESENTATION: No

AIRPORT CONCESSION AGREEMENT
FOR THE AUTOMATIC TELLER MACHINE CONCESSIONS AT
PENSACOLA INTERNATIONAL AIRPORT

THIS CONCESSION AGREEMENT FOR REQUEST FOR PROPOSALS # 18-036 (“Agreement”), 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, and Prineta LLC d/b/a Prineta Payment Consulting, PrinetaUSA and Prineta International, (“Concessionaire” or “Lessee”), a corporation authorized to do business in Florida, located at 7300 West 110th Street, 7th floor, Overland Park, Kansas 66210, (the City and Concessionaire collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City opened a Request For Proposals #18-036, on November 13, 2018 (“RFP”), as described in the RFP #18-036 for Automatic Teller Machine (“ATM”) Placement and Operation, as modified by any addendum to the RFP (“Addenda”), as attached hereto as Exhibit B and incorporated herein by this reference (the RFP and Addenda collectively referred to hereinafter as the “RFP Documents”); and

WHEREAS, in response to the RFP, the Concessionaire submitted to the City a Proposal, dated October 29, 2018, (“Proposal”) attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the City has awarded the agreement for the RFP documents to the Concessionaire; and

WHEREAS, the Parties desire the Concessionaire perform the agreement as described in the RFP Documents and the Proposal and pursuant to the terms and conditions of this Agreement (the RFP Documents, Proposal and this Agreement collectively referred to hereinafter as the “Contracting Documents”); and

WHEREAS, the Parties desire to enter into this Agreement;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, and of the mutual covenants contained herein and the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are declared by the Parties to be true and correct and are incorporated into this Agreement.

Section 2. Definitions.

- 2.1 "Agreement", as used herein, contemplates and includes the lease of City-owned property (referred to henceforth as Assigned Areas) and permission for Lessee to use such City-owned property for the operation of ATMs within said City-owned property under the terms and conditions expressly set forth herein.
- 2.2 "Airport Terminal" and "Terminal" shall mean the Terminal Building at Pensacola International Airport.
- 2.3 "Assigned Area" is the area of the Airport Terminal designated by this Agreement as **Exhibit A** hereto as the place where the ATMs shall be located.
- 2.4 "Airport Director" shall mean the Airport Director of the Pensacola International Airport and shall include from time to time such person or persons as may be authorized to act on behalf of the Airport Director with respect to any or all matters pertaining to this Agreement.

Section 3. Concessionaire's Obligations.

The Concessionaire shall perform all work and services described in, and in accordance with, the Contracting Documents. The Concessionaire warrants that all equipment, materials and workmanship furnished, whether furnished by Concessionaire or its sub-suppliers, will comply with the Contracting Documents and any City specifications, drawings and other descriptions supplied or adopted, and 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 Agreement. The Concessionaire shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of this Agreement. The Concessionaire is responsible for and shall indemnify City against all damage or loss caused by fire, theft or otherwise, to materials, tools, equipment, and consumables left on City property by the Concessionaire.

Section 4. Term.

The term of this Agreement shall become effective at midnight on _____, 2019 and shall continue for a period of five (5) years until 11:59 P.M. on _____, 2024. All provisions contained in this Agreement regarding insurance and indemnification shall survive any termination of this Agreement, early or otherwise.

Section 5. Termination for Convenience.

The Agreement may be terminated in whole or in part by the City without cause upon the delivery to the Concessionaire at least five (5) working 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.

Section 6. Privileges and Obligations of Concessionaire.

- 6.1 The Concessionaire shall have the exclusive right, privilege and obligation to operate a minimum of two ATMs within the Airport Terminal, according to the terms and conditions of this Agreement. The operation of the ATMs shall include the right to provide normally accepted ATM banking services to the traveling public, subject to the laws of the State of Florida and the United States Government. In order to provide maximum service to the traveling public, Concessionaire shall provide all the advantages of ATM services normally expected by the public and shall be federally insured. As a minimum, Concessionaire shall provide users with the ability to withdraw funds from checking and savings accounts, perform balance inquiries, obtain credit card cash advances, and transfer funds between accounts. Moreover, Concessionaire shall provide, install and maintain the ATMs at the Assigned Areas which shall be incorporated into a regional teller system and a national interchange system (e.g. Cirrus, Plus, etc.) and connect with the Armed Forces Financial Network. Concessionaire shall be required to honor, as a minimum, VISA, MasterCard and American Express.
- 6.2 Concessionaire shall operate its ATMs in accordance with, and subject to, all of the terms and conditions of this Agreement and the Contracting Documents.
- 6.3 The ATMs shall be made available to the public twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Exception shall be granted for routine maintenance and repair, and for any instance in which the Airport is closed to the public, such as during or following a natural disaster.
- 6.4 The Concessionaire has the rights of ingress and egress to and from its Assigned Area over Airport roadways, including common use roadways, subject to any rules and regulations which may have been established or shall be established in the future by the City. Such rights of ingress and egress shall apply to Concessionaire's employees, guests, patrons, invitees, suppliers and other authorized individuals.
- 6.5 During the term of this Agreement Concessionaire shall report to the City the number of monetary transactions occurring on a monthly basis through the ATMs, excluding rejects. The reports shall indicate total transactions per ATM, and foreign transactions per ATM.
- 6.6 Concessionaire covenants and agrees:
- 6.6.1 To provide, install, operate and maintain, at its own cost and expense, all equipment, including telephone connections, necessary for the conduct of its business on the Airport, which equipment shall be subject to approval by the City of the Concessionaire's selection as to location, design, quality, signing, color, arrangement, size and general condition.
- 6.6.2 To permit the City to inspect and examine the equipment installed by Concessionaire under this Agreement at any and all times and do any and all things with reference thereto which the City is obligated to do, as set forth herein, or which

may be deemed necessary or desirable for the proper conduct and operation of the Airport.

6.6.3 To promptly remove, relocate, or replace its ATMs at its own cost and expense, as more fully described in paragraph 17.3. A period greater than thirty (30) days from receipt of written notification shall not be considered prompt removal, relocation, or replacement and shall be considered a violation of the terms of this Agreement.

6.6.4 To inspect its ATMs periodically (at least once every thirty (30) days) and repair or replace parts or accessories damaged or worn due to normal wear and tear.

6.6.5 To respond to service calls within twenty-four (24) hours after the call is received and to take immediate and continuing steps to effect repairs so as to minimize downtime

6.6.6 To make arrangements acceptable to the City for the refund to users of any monies lost as a result of malfunctioning of its ATM.

6.6.7 To provide for routine custodial care of its ATM.

6.6.8 To provide services only at the initial prices or fees set forth in the proposal documents. Any proposed increases, decreases and additions or deletions of customer service fees paid by card holders for use of Lessee's ATMs must be forwarded to the Airport Director for his review and approval prior to implementation. The Concessionaire must provide information substantiating the proposed increase. When reviewing a request to increase prices or fees, the Airport Director shall take into account the information substantiating the increase, the amount of the proposed increase, and the amount of time elapsed between the increase request and either the commencement of the concession or any previously approved increases. The Airport Director shall not unreasonably deny such requests

6.6.9 To provide the City with a list of employees and agents authorized to service and maintain the ATM, in addition to emergency notification procedures.

6.6.10 Questions or complaints regarding the quality of service, whether raised by patrons or at the City's initiative or otherwise, may be submitted to Concessionaire for its response. At the City's request, Concessionaire shall meet with the Airport Director to review any complaints or concerns and to promptly correct any deficiencies

Section 7. Premises.

7.1 For and in consideration of the fees and covenants contained herein, the City hereby leases unto Concessionaire, its successors and assigns, the following described Assigned Area with the appurtenances: approximately 13 square feet of space on the first level of the

Airport Terminal and approximately 13 square feet of space on the second level of the Airport Terminal as further identified on the attached **Exhibit A**.

- 7.2 The Assigned Area shall be taken by Concessionaire in the AS IS condition, subject to all defects, latent and patent, and shall be improved, maintained and operated at Concessionaire's sole cost and expense except as may otherwise be specifically provided in this Agreement. It is the express intention of the parties hereto that the Concessionaire's improvements, use and occupancy of the Assigned Area, and all costs associated therewith, shall be and remain the financial obligation of the Concessionaire.

Section 8. Improvements By The City.

- 8.1 The City shall provide existing electrical hook-up and conduits for utility needs of the ATMs. Any additional requirements, including phone and/or data lines, shall be the responsibility of the Concessionaire.
- 8.2 The City reserves the right to further develop or improve all areas within the Airport, as the City may determine in its sole discretion, which discretion shall not unreasonably be exercised, to be in the best interests of the Airport, regardless of the desires or views of Concessionaire, and without further interference or hindrance from Concessionaire.
- 8.3 Except as may be required by this Agreement or any other agreement between the parties, the City reserves the right, but shall not be obligated to Concessionaire, to keep and repair all areas, of the Airport.

Section 9. Improvements By The Concessionaire.

- 9.1 Concessionaire shall be required to install at its own cost all necessary equipment that may be required for the ATM operation.
- 9.2 All equipment, wiring and installation needs of the ATMs shall conform to all applicable statutes, ordinances, building codes, and rules and regulations.
- 9.3 No structural alterations or improvements shall be made to or upon the Assigned Area unless prior written approval has been given by the Airport Director.
- 9.4 Concessionaire shall not paint, erect, or install any signs, logos, or advertising displays upon the Assigned Area, or in or on any improvements or additions on the Assigned Area, without the prior written approval of the City. Signs identifying Concessionaire shall conform to reasonable standards established by the City, with respect to type, size, design, condition and location.
- 9.5 Upon the expiration or sooner termination of this Agreement, for any reason whatsoever, Concessionaire shall peaceably surrender to the City possession of the Assigned Area, together with any improvements, alterations, or fixtures previously constructed by Concessionaire or the City within said Assigned Area, and any of the City's personal property

located thereon, in as good a condition as the Assigned Area and improvements, alterations and fixtures constructed thereon were initially provided to, or constructed by, the City or Concessionaire, ordinary wear and tear excepted, without any compensation whatsoever, and free and clear of any claims or interests of Concessionaire or of any mortgages or any other third party whose position was derived from or through Concessionaire. The ATM itself shall not be considered an improvement, alteration, or fixture. If any of said improvements, alterations or fixtures are encumbered by a mortgage or lien at the time of expiration or sooner termination of this Agreement, Concessionaire shall be responsible for eliminating said mortgage or lien and shall hold the City harmless therefrom.

- 9.6 Concessionaire shall have the right to remove its items of personal property from the Assigned Area through the close of business on the day of expiration or sooner termination of this Agreement. Should Concessionaire fail to remove its personal property within said time, the City shall have the right to remove said personal property and to place said personal property into storage at Concessionaire's behalf and at Concessionaire's sole cost and expense. The City shall be entitled to reasonable rental from Concessionaire for the use of the Assigned Area occupied by Concessionaire's personal property, until the City places said property into storage.
- 9.7 Title to all personal property not removed by Concessionaire from the Assigned Area or claimed from storage within thirty (30) days of the expiration or sooner termination of this Agreement shall be subject to the City taking ownership of such personal property, without payment by the City to Concessionaire of any compensation whatsoever, and said personal property shall thereafter be owned by the City free and clear of any claim or interest by Concessionaire or of any mortgagee or any third party whose position was derived from or through Concessionaire.

Section 10. Rentals, Fees & Charges.

- 10.1 Concessionaire shall pay to the City, for the right to install and operate ATMs in the terminal building, an annual rent identical to the rate charged the signatory airlines, without notice, in advance, and without demand therefore. The rent for the initial term of the Agreement shall be based on \$31.99 per square foot per year adjusted annually effective October 1. This fee shall be payable in twelve (12) equal monthly installments, due on the first (1st) day of each month. Sales tax of 7.5% shall be added to each payment.
- 10.2 Specified in Section 9.1 above, Concessionaire shall pay a transaction fee as follows:

TRANSACTION FEE FROM PROPOSAL PACKAGE

The transaction fee applies to all transactions involving surcharges and/or fees charged to ATM customers for transactions conducted on ATMs located at the Airport pursuant to the Contracting Documents at each machine. The transaction fee for the initial term of the Agreement shall be based on \$1.50 for every surcharge transaction collected. The transaction fee is not applicable to rejected transactions or transactions where no surcharge

and/or fee is charged to ATM customers for transactions conducted on ATMs located at the Airport pursuant to the Contracting Documents.

The transaction fee is due by the tenth (10th) day of each month for transactions that occurred in the prior month.

- 10.3 Concessionaire shall be responsible for and shall promptly pay all property taxes; personal property taxes; all sales and other taxes measured by or related to the payments hereunder required under law; all license fees; and any and all other taxes, charges, imposts or levies of any nature, whether general or special, which, at any time, may be in any way imposed by local, state, or federal authorities, or that become a lien upon Concessionaire, the City, the Assigned Area, or any improvements thereon, by reason of this Agreement or Concessionaire's activities in, or improvements upon, the Assigned Area pursuant to this Agreement.
- 10.4 Without waiving any other right of action available to the City in the event of default in payment of any and all fees, charges, or taxes hereunder, in the event that Concessionaire is delinquent in paying to the City any fees payable to the City pursuant to this Agreement, Concessionaire shall pay to the City interest at the rate of one and one-half percent (1.5%) per month from the date such fees are due until such time payment of fees is received by the City.

Section 11. Operational Standards.

- 11.1 The management, maintenance and operation of the ATMs by concessionaire, its employees, invitees, suppliers and contractors shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others. All employees of Concessionaire must conduct themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations and policies developed by Concessionaire.
- 11.2 The Concessionaire's employees will be appropriately dressed at all times, and maintain a clean, neat, well-groomed appearance. Concessionaire shall provide its employees with identification tags with Concessionaire's logo and Airport identification badges (as may be required), subject to the approval of the Airport Director.
- 11.3 The Concessionaire will be obligated to control the actions of its employees and cooperate with the City in controlling any employee whose conduct the City feels is detrimental to the best interest of the Airport and public.
- 11.4 Concessionaire may not do anything in or upon the Assigned Area, nor bring or keep anything therein, which shall unreasonably increase or tend to increase the risk of fire, or cause a safety hazard to persons, or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them, or which violates or causes violation of any applicable health, fire, environmental, or other regulation of any level of government. The Airport Director may

inform Concessionaire of such violation and set a date for abatement. It is hereby acknowledged that Concessionaire's employees may be armed with firearms and ammunition, and this shall not be deemed a violation of this Section.

Section 12. Maintenance and Utilities.

- 12.1 The City shall not be required to make repairs or improvements of any kind at Concessionaire's Assigned Area if said repairs or improvements are the result of any willful or negligent act of Concessionaire, its employees, or those under the control of Concessionaire.
- 12.2 The City agrees to provide:
- 12.2.1 Structural repairs to the roof, floor and exterior walls and windows of the terminal.
- 12.2.2 Adequate heating and air conditioning to the Assigned Area.
- 12.2.3 General maintenance and upkeep of the terminal building's interior common use areas and external areas.
- 12.3 Concessionaire shall be liable for any damage to its Assigned Area and fixtures therein and to the Airport and to any improvements thereon caused by Concessionaire, its partners, officers, agents, employees, invitees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, ordinary wear and tear excepted.
- 12.4 The City shall not be liable to Concessionaire, the Concessionaire's employees, patrons, or vendors for any damage to their merchandise, trade fixtures, or personal property caused by water leakage from the roof, water lines, sprinkler, or heating and air conditioning equipment unless caused by the sole negligence of the City, its employees or agents.
- 12.5 Concessionaire agrees to provide at its sole cost and expense such janitorial and cleaning services and supplies as may be necessary or required in the operation and maintenance of the ATMs. Concessionaire agrees to maintain any necessary repairs to the ATMs as may be needed during the term of this Agreement.
- 12.6 During the term of this Agreement, the City shall provide, at its expense, existing power, air conditioning, and heating for the leased area. The City shall not be obligated to provide for the extension of these utilities or to provide for the installation of any other utilities. The Concessionaire, at the Concessionaire's sole cost and expense, shall arrange for the extension of these utilities as needed. Throughout the term of this agreement, the Concessionaire shall not render any utility lines inaccessible.
- 12.7 The City shall not invoice the Concessionaire for power, air conditioning and heating. The Concessionaire shall be solely liable for the cost of voice and/or data services from the Assigned Area and the Concessionaire shall obtain a separate account accordingly.

- 12.8 The City reserves the right to install, maintain, repair, replace, or remove and replace any utility lines located on the Assigned Area as necessary or appropriate, along with the right to enter the Assigned Area at all reasonable time in order to accomplish the foregoing, provided, however, that the City shall take reasonable precautions to avoid the disruption of the Concessionaire's authorized activity.

Section 13. Assignment.

- 13.1 Concessionaire shall not assign its interest herein without the written consent of the City. The consent of the City shall not be unreasonably withheld. If an assignment is made, Concessionaire/Assignor shall continue to be liable, jointly and severally, with the Assignee for the fulfillment of all terms and conditions arising under this Agreement subsequent to the assignment, unless the City specifically releases Concessionaire/Assignor from said future liability, in writing. The release shall be effective only if made in writing. All subsequent assignors and assignees shall be subject to this Section as if they were the original Concessionaire.
- 13.2 In no case may the activities, uses, privileges and obligations authorized herein be assigned, for any period or periods, after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Concessionaire.

Section 14. Insurance and Indemnification.

Before starting and until termination of work for, or on behalf of the City, the Contractor 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:

WORKER'S COMPENSATION

The Contractor 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.

COMMERCIAL GENERAL AUTOMOBILE AND UMBRELLA LIABILITY COVERAGES

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 shall be an Additional Insured and such coverage shall be at least as broad as that

provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, 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.

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.

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.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that 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 and this contract shall be listed. If required by the City, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. The Contractor 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 Contractor shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Risk Management, Post Office Box 12910, Pensacola, FL 32521.

INSURANCE OF THE CONTRACTOR PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

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

PAY ON BEHALF OF THE CITY

The Contractor 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.

Section 15. Default and Remedies.

15.1 The following shall constitute defaults by Concessionaire:

15.1.1 The failure to pay annual rental fees, monthly transaction fees, or any other monies owed under this Agreement, or under any other agreement between the City and Concessionaire, when due, and the failure to cure said default within a period of thirty (30) days following written notice of said default.

15.1.2 Any other failure by Concessionaire to perform any covenant or obligation required by this Agreement, the proposal documents, or by any other agreement between the City and Concessionaire, and the failure to cure said default within a period of thirty (30) days following written notice of said default.

15.1.3 Concessionaire undertakes any other commercial or non-commercial service or activity not specifically permitted under this Agreement.

15.1.4 If during the term of this Agreement Concessionaire shall:

- (a) Apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its interests;
- (b) File a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;
- (c) Make a general assignment for the benefit of creditors;
- (d) File a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;
- (e) File an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement an order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Concessionaire bankrupt or insolvent, or approving a petition seeking a reorganization of Lessee, and such order, judgment, or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.

15.1.5 Abandonment of Concessionaire's operations, which shall be defined as Concessionaire's failure to conduct regular and continuing operations at the Airport in accordance with the requirements of this Agreement for one (1) month.

15.1.6 The management, ownership, or operation of the Concessionaire should change to such an extent that it would not satisfactorily perform, then the City shall have the right to terminate this Agreement.

15.2 If Concessionaire defaults, the City may utilize any one or more of the following remedies against Concessionaire. These remedies shall be considered cumulative and not in the alternative:

15.2.1 The City may sue for specific performance;

15.2.2 The City may sue for all damages incurred by the City, including incidental damages, consequential damages and attorney's fees;

15.2.3 The City may utilize a portion of or all of the performance security provided by Concessionaire to remedy the default and to reimburse the City for any damages, including attorney's fees and other expenses of collection that it may sustain. In such event, Concessionaire shall not be permitted to resume operations under this Agreement until such time as it furnishes another performance security that

satisfies the requirements of Section 15, Performance Security. However, this Agreement shall not be deemed terminated during said period, unless written notice of termination shall have been given and become effective in accordance with subparagraph 13.2.4 below. Concessionaire shall be required to fulfill all of the terms and conditions of this Agreement, including the payment of fees arising during the time it takes to procure the performance security.

15.2.4 The City may terminate this Agreement, and, at the option of the City, any other agreement in effect between the City and Concessionaire. The termination of these agreements, however, shall only be effective upon written notice of same provided by the City to Concessionaire. In no event shall this Agreement be construed to be terminated unless and until such notice is provided. The termination may be effective immediately upon provision of said notice, or at any other time specified in the notice. If this Agreement is terminated, Concessionaire shall continue to be liable for the performance of all terms and conditions, specifically including those contained in Section 12, Insurance and Indemnification, above, and the payment of all fees due hereunder prior to the effective date of said termination, in addition to all damages, including attorney's fees and other expenses of collection, incurred by the City as a result of any default.

15.2.5 The City may utilize any other remedy provided by law or equity as a result of Concessionaire's default(s).

15.3 In the event of a bankruptcy filing by or on behalf of Concessionaire as debtor, the parties hereto agree that this Agreement shall be construed to be a nonresidential lease of real property subject to treatment in accordance with 11 U.S.C., Section 365(d).

15.4 Should Concessionaire breach any of its obligations hereunder, the City, nevertheless, thereafter may accept from Concessionaire any payment or payments due under this Agreement, and continue this Agreement in effect without in any way waiving its ability to exercise and enforce all available remedies upon default provided hereunder or provided by law for said breach. In addition, any waiver by either party of any default, breach, or omission of the other under this Agreement shall not be construed as a waiver of any subsequent or different default, breach, or omission.

Section 16. Security.

16.1 The Concessionaire agrees to observe all security requirements of Transportation Security Administration 49 CFR 1542 and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the City to ensure that employees, invitees, agents and guests observe these requirements.

16.2 If the City incurs any fines and/or penalties imposed by Federal, State, County, or

Municipal authorities as a result of the acts or omissions of Concessionaire, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then Concessionaire shall be responsible to pay or reimburse the City for all such reasonable costs and expenses.

- 16.3 The Concessionaire shall be responsible for servicing its units and shall work with the Airport to determine the most appropriate times and methods. If Concessionaire's service personnel carry sidearms in the prosecution of their work, Concessionaire shall be responsible for ensuring that such personnel comply at all times with appropriate local, state, and federal regulations. Concessionaire understands that local and federal regulations may prohibit service personnel from carrying sidearms into the concourse and Concessionaire shall work with the Airport to ensure adequate security measures are in place.

Section 17. Performance Security.

- 17.1 At the City's discretion, with said discretion to be applied in the event Concessionaire fails to remit payments in accordance with this agreement, City may require Concessionaire to post with the City, and Concessionaire must thereafter continuously maintain for the entire term, performance security in the amount equal to \$10,000. Concessionaire may put up cash, with said cash to be held by the City, a performance bond, or a letter of credit. The City will not pay interest on such cash deposit. Said performance security shall cover Concessionaire's performance of all of its obligations under this Agreement for the entire term.
- 17.2 The performance bond or letter of credit, if provided by Concessionaire, shall be in a form acceptable to the City. The surety company providing the bond or the lender providing the letter of credit shall be licensed to do business in Florida, and shall be otherwise acceptable to the City. Concessionaire shall be responsible for paying all required bond premiums.
- 17.3 An annually renewable Performance Bond may be substituted by the Concessionaire each year in lieu of providing a single bond. Such Performance Bond shall not contain any exclusion or condition based on a time-period for the discovery of, and the making of a claim for any loss that is less than one year after the expiration date of such Performance Bond. In other words, the Performance Bond shall allow the City to make a claim under the bond, for losses, which totally or partially occurred during the period of such bond. Such extended claim discovery and/or claim reporting period shall be for a period of at least one year or longer after the expiration of such bond. Such Bond shall not contain any wording which would allow for the cancellation or reduction in coverage under the bond, other than at the listed expiration date, provided that 30-days notice of such expiration is given to the City before termination of coverage at any such expiration date.
- 17.4 The performance security shall be payable to the City in the event Concessionaire defaults in any of its fees or other monetary obligations to the City hereunder.

Section 18. Notices.

All notices by either party to the other shall be made either by utilizing the registered or certified mail of the United States of America, postage prepaid, or by utilizing any other method of delivery requiring signature for receipt, and such notice shall be deemed to have been delivered and received on the date of such utilization. All notices to the City shall be mailed to:

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

With an additional copy to:

City Administrator
City of Pensacola
222 West Main Street
Pensacola, Florida 32502

All notices to Contractor shall be mailed to:

Tanner Morton, President
Prineta LLC
7300 West 110th Street, 7th floor
Overland Park, KS 66210

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

Section 19. General Provisions.

- 19.1 Right To Amend - This Agreement may be amended only in writing and such amendment must be signed by both parties.
- 19.2 Force Majeure - Neither the City nor Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by any reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, weather conditions, or for any other circumstances for which it is not responsible or which is not within its control.
- 19.3 Right of Relocation - The City reserves the right to relocate the area or areas in which Concessionaire is granted the privilege to conduct its ATM operations in the terminal. Such relocation demands shall be reasonably exercised by the City and the City shall provide to Concessionaire with sixty (60) days written notice of such relocation. If such action is taken, the City shall substitute comparable areas within the terminal building to provide Concessionaire, to the extent possible, with the same visibility had a relocation of the area not occurred. Should Concessionaire determine that such relocation would place its ATM operation in adverse location Concessionaire shall have the right to terminate this Agreement without being considered in default of the same. Costs of such relocation from the area originally leased to Concessionaire shall be borne by Concessionaire; and subsequent relocations will be borne by the City.

- 19.4 Successors – The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
- 19.5 Representations Regarding Authority – The City represents that it has the authority to enter into this Agreement and grant the rights contained herein to Concessionaire.
- 19.6 Subordination – This agreement shall be subordinate to existing and future Airport Bond Resolutions. This agreement shall also be subject to and subordinate to agreements between the City and State and Federal agencies for grants-in-aid and to the provisions of any agreements heretofore made between the City and the United States, relative to the operation or maintenance of the airport, the execution of which has been required as a condition precedent to the transfer of federal rights of property to the City for airport purposes, or to the expenditure of federal funds for the extension, expansion, or development of the airport, including the expenditure of federal funds for the development of the airport in accordance with the provision of the Federal Airport Act of 1958, as it has been amended from time to time. Any agreements hereafter made between the City and the United States will not be inconsistent with rights granted to Lessee herein.
- 19.7 Headings – The headings contained in this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 20. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates, or 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 Contracting Documents.

Section 21. No Waiver.

No waiver, alterations, consent or modification of any of the provisions of the Contracting Documents shall be binding unless in writing and signed by the Mayor.

Section 22. 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 23. Venue.

Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 24. No Discrimination.

Contractor shall not discriminate on the basis of race, creed, color, national origin, sex, age, or

disability, in the performance of this Contract.

Section 25. No Other Agreements.

The Parties agree the Contracting Documents contain all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 26. Attorney's Fees.

The prevailing Party in any action, claim or proceeding arising out of this Contract shall be entitled to attorney's fees and costs from the losing Party.

Section 27. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 28. 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.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

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

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

Prineta LLC d/b/a
Prineta Payment Consulting, PrinetaUSA and
Prineta International

(Contractor's Name)

Mayor, Grover C. Robinson, IV

By _____
Member

City Clerk, Ericka L. Burnett

(Printed Member's Name)

Approved As To Substance:

By _____
Member

Department Director/Division Head

(Printed Member's Name)

Legal in form and valid as drawn:

(SEAL)

City Attorney

Attachment "A"

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

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor 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/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBRICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

EXHIBIT A
TERMINAL BUILDING LAYOUT

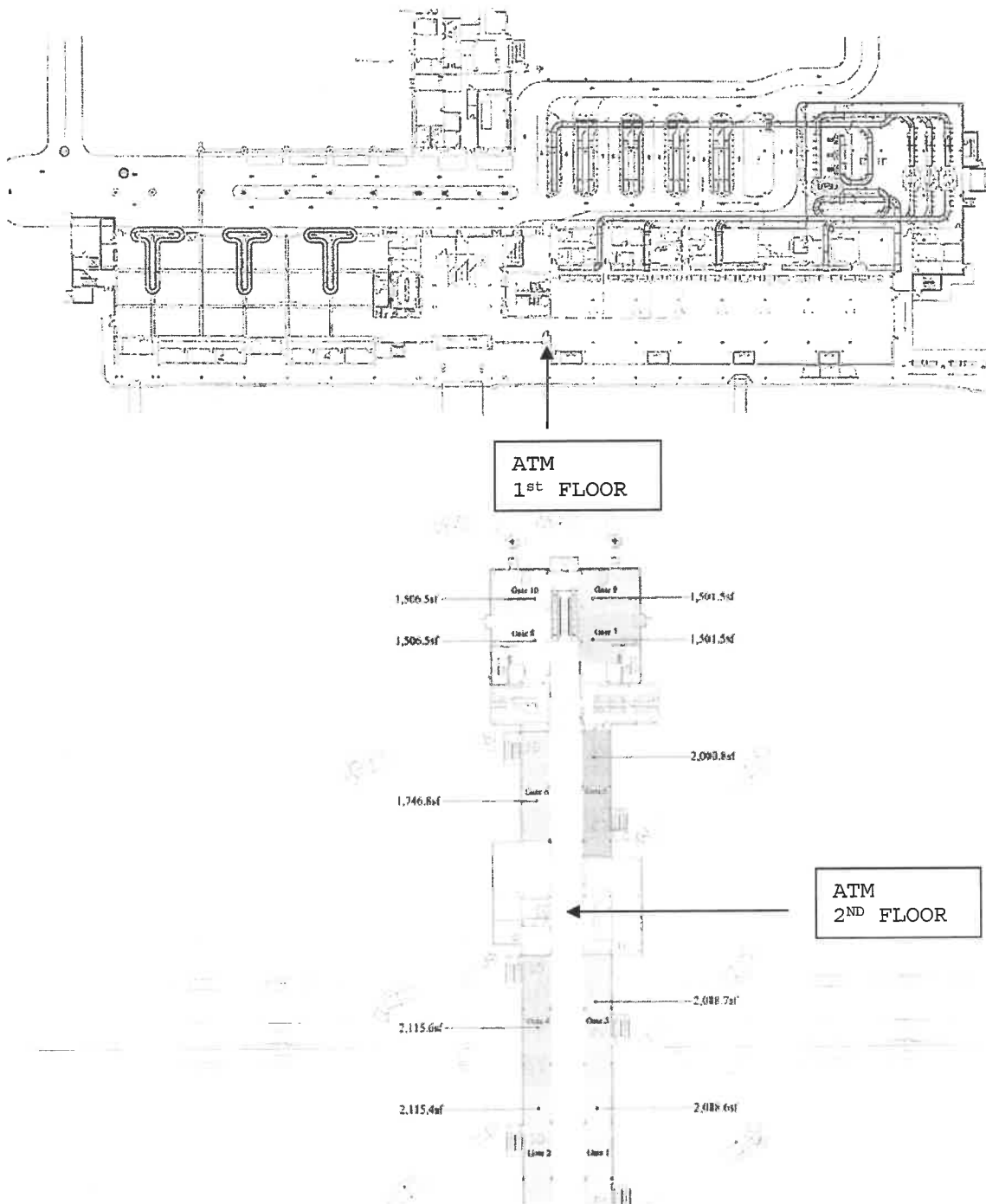


EXHIBIT B

RFP DOCUMENTS ON FILE IN AIRPORT ADMINISTRATION OFFICES

EXHIBIT C

PROPOSAL

1

TABULATION OF PROPOSALS

RFP NO.: 18-036

TITLE: AUTOMATED TELLER MACHINE PLACEMENT & OPERATION AT PENSACOLA INTERNATIONAL AIRPORT

OPENING DATE: November 13, 2018

OPENING TIME: 10:00 A.M.

DEPARTMENT: Airport

Prinéta, LLC
Tanner Morton, President
7300 W. 110th Street, 7th Floor
Overland Park, KS 66210-2332
(800) 951-9533 X. 135
Fax: (888) 954-2060
tmorton@prineta.com



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00447

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT FOR INVITATION TO BID (ITB) #19-002 MORRIS COURT PARK IMPROVEMENTS PROJECT

RECOMMENDATION:

That City Council award a contract to Emerald Coast Constructors, Inc. for ITB #19-002 Morris Court Park Improvements for \$299,580.25 base bid, \$54,981.00 additive alternate 2, and a 10% contingency of \$35,456.13 for a total amount of \$390,017.38.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On October 12, 2018, the City issued an invitation to bid on the Morris Court Park Improvement Project. The project will consist of demolishing the existing structures, clearing the land, relocating affected utilities, and constructing per the specifications provided. Three firms responded to the ITB - Birkshire Johnstone, LLC, Emerald Coast Constructors, Inc., and J. Miller Construction, Inc. Emerald Coast Constructors, Inc. was the lowest responsible bid.

The base bid of \$299,580.25 includes demolishing the existing structures, clearing the land, relocating the affected utilities, adding new walking path, landscape improvements, parking lot, basketball court, storm water improvements, lighting, playground structure, benches, and picnic tables. The bid alternate 2 of \$54,981.00 includes installation of black vinyl fencing around the park.

Sufficient funding for the project are available in the FY 2019 budget.

PRIOR ACTION:

None

FUNDING:

Budget: \$300,000.00 LOST IV - Morris Court

46,495.00	LOST IV - Armstrong Park
10,434.00	LOST IV - Maritime Park
46,732.00	LOST IV - General Park Improvements
<u>20,000.00</u>	LOST IV - Park Sidewalk Improvements
<u>\$423,661.00</u>	

Actual: \$299,580.25 Base bid
 54,981.00 Alternate 2
 35,456.13 10% Contingency
 33,622.00 Architectural & Engineering Costs
 \$423,639.38 Total Estimated Cost of Project

FINANCIAL IMPACT:

Within the LOST IV projects, \$300,000 has been appropriated for Morris Court. Additional funding will come from the balance remaining from the Armstrong Park and Maritime Park projects as they have been completed. An additional \$46,732 will be transferred from General Park Improvements and \$20,000 from Park Sidewalk Improvements.

CITY ATTORNEY REVIEW: Yes

12/4/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Tabulation Sheet
- 2) Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 19-002
TITLE: MORRIS COURT PARK IMPROVEMENTS

OPENING DATE: November 20, 2018
OPENING TIME: 2:30 P.M.
DEPARTMENT: Parks & Recreation

EMERALD COAST
CONSTRUCTORS, INC.
Pensacola, FL

BIRKSHIRE
JOHNSTONE, LLC
Pensacola, FL

J. MILLER
CONSTRUCTION, INC.
Pensacola, FL

Base Bid

\$299,580.25

\$325,356.60

\$428,611.45

Additive Alternate 1

\$32,000.00

\$66,000.00

\$56,384.00

Additive Alternate 2

\$54,981.00

\$56,051.60

\$43,330.50

M/WBE Participation Goal: 5%

9.5%

0%

18.1%

Attended Prebid

Yes

Yes

Yes

Opening Date: 11/20/18

Bid No.: 19-002

**FINAL VENDOR REFERENCE LIST
MORRIS COURT PARK IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
049096	A PERFECT MIX	P O BOX 91	CANTONMENT	FL	32533	
071098	ACCELERATED CONSTRUCTION SERVICES INC	P O BOX 1005	GONZALEZ	FL	32560	
049144	ACQUIS CONSTRUCTION	8101 UNIVERSITY PARKWAY STE B	PENSACOLA	FL	32507	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
051847	AUTHENTIC CONSTRUCTION INC	PO BOX 128	GULF BREEZE	FL	32562	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
050729	BEVERWYCK SOUTH INC DBA PAUL DAVIS RESTORATION OF P'COLA-FWB	101 E BRAINERD ST STE A	PENSACOLA	FL	32501	
073772	BIGGS CONSTRUCTION COMPANY INC	PO BOX 1552	PENSACOLA	FL	32591	Y
038068	BIGGS GREEN CONSTRUCTION SERVICES INC	PO BOX 1552	PENSACOLA	FL	32591	Y
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	Y
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
029184	BLARICOM, KIRK VAN DBA KIRK CONSTRUCTION COMPANY	619 GREEN HILLS ROAD	CANTONMENT	FL	32533	Y
038973	BLISS PRODUCTS & SERVICES INC	P O BOX 6655	DOUGLASVILLE	GA	30154	
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	8863 N EIGHT MILE CREEK ROAD	PENSACOLA	FL	32534	Y
065158	BOSS LADY CONCRETE CO LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
41503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
049241	CASSIDA CONSTRUCTION CO LLC	4240 BERRYHILL ROAD	PACE	FL	32571	Y
037948	CHADBOURNE CONSTRUCTION LLC	192 HEWITT STREET	PENSACOLA	FL	32502	
043867	CHASTAIN, MARK DBA HYPERION CONSTRUCTION LLC	226 S PALAFOX PL STE 401B-C	PENSACOLA	FL	32502	
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
034176	CONSTRUCTION AFFILIATES LLC	21 EAST GARDEN STREET 200	PENSACOLA	FL	32501	
071766	CONSTRUCTION MGMT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	
044714	CONSTRUCTION SERVICES GROUP LLC	566 SHILOH DRIVE	PENSACOLA	FL	32503	
032358	CONSTRUCTION SERVICES OF Pensa DBA BAUGHN RENOVATIONS	2105 NORTH "S" ST	PENSACOLA	FL	32505	Y
043794	CRAFTSMAN CONCRETE CONTRACTORS	55 SOUTH B STREET	PENSACOLA	FL	32502	
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
036161	CRUM CONSTRUCTION INC	2600 W MICHIGAN AVE 110C	PENSACOLA	FL	32505	
061741	DARON'S CONSTRUCTION SOLUTIONS LLC	4806 MOBILE HWY SUTE D	PENSACOLA	FL	32506	
058504	DAVIS CONSTRUCTION INC	3983 NORTH W STREET #32	PENSACOLA	FL	32505	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
057581	DB CONSTRUCTION LLC DBA GLOBAL RESTORATION SERVICES	3960 WEST NAVY BLVD SUITE 41	PENSACOLA	FL	32507	
062631	DOMINGUEZ DESIGN BUILD INC	4340 DEVEREUX DRIVE	PENSACOLA	FL	32504	Y
051393	DORSEY CONSTRUCTION	PO BOX 154	GULF BREEZE	FL	32562	
028420	DUFRAIN CONSTRUCTION INC	6295 WINONA DR	PENSACOLA	FL	32504	Y
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
055493	ETHERIDGE CONSTRUCTION INC	209 MASSACHUSETTS AVE	PENSACOLA	FL	32505	

Opening Date: 11/20/18

Bid No.: 19-002

**FINAL VENDOR REFERENCE LIST
MORRIS COURT PARK IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
034507	FINCH CONSTRUCTION SYSTEMS INC	1302 EAST LARUA	PENSACOLA	FL	32501	
033421	FLOYD BROTHERS CONSTRUCTION	101 EAST 9 1/2 MILE ROAD	PENSACOLA	FL	32534	Y
058107	FOUR FEATHERS CONSTRUCTION LLC	1820 CONDOR DRIVE	CANTONMENT	FL	32533	
053080	FRECH CONSTRUCTION INC	PO BOX 485	GULF BREEZE	FL	32562	
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
043447	GM CONCRETE LLC	8557 UNTREINER AVE	PENSACOLA	FL	32534	Y
073703	GRAND SERVICE COMPANY LLC	320 EDGEWATER DRIVE	PENSACOLA	FL	32507	Y
074076	GRAY SERVICE PAVERS CO INC	8121 LILLIAN HWY LOT 90	PENSACOLA	FL	32506	
004285	GREENHUT CONSTRUCTION COMPANY	23 SOUTH A STREET	PENSACOLA	FL	32501	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
063457	GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
055519	GULF ASPHALT CORPORATION	196 EAST NINE MILE ROAD	CANTONMENT	FL	32533	
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
034504	GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE	PO BOX 17844	PENSACOLA	FL	32522	
034436	GULF COAST ENVIRONMENTAL CONTRACTORS INC	1765 E NINE MILE RD ST 1, #110	PENSACOLA	FL	32514	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
052928	HALE, MELLISSA R DBA M & W CONCRETE & CONSTRUCTION LLC	3402 N TARRAGONA STREET	PENSACOLA	FL	32507	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
050784	HEARD CONSTRUCTION INC	5666 MANDEVILLE BLVD	GULF BREEZE	FL	32563	
001597	HEATON BROTHERS CONSTR CO INC	5805 SAUFLEY FIELD ROAD	PENSACOLA	FL	32526	
049308	HERNANDEZ CONSTRUCTION	1420 EAST BURGESS ROAD	PENSACOLA	FL	32504	
052866	HEWES & COMPANY LLC	390 SELINA ST	PENSACOLA	FL	32503	Y
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
042677	IRBY ENGINEERING & CONST INC	94 E GARDEN ST	PENSACOLA	FL	32502	
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
051467	JAMES MALLORY CONTRACTOR INC	6756 CEDAR RIDGE CIRCLE	MILTON	FL	32570	Y
053484	JOHNSON CONSTRUCTION OF PENSACOLA INC	6310 WEST FAIRFIELD DRIVE	PENSACOLA	FL	32506	
051391	JORDAN CONSTRUCTION	PO BOX 19143	PENSACOLA	FL	32523	
052457	JORDAN CONSTRUCTION INC	PO BOX 10747	PENSACOLA	FL	32524	Y
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
061665	JOY GORDON CONSTRUCTION LLC	1957 MEANDER CIRCLE	CANTONMENT	FL	32533	Y
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
050649	L A SYPERT JOHNSTON JR DBA LA BUILDERS LLC	8520 MERGER RD	PENSACOLA	FL	32514	Y
074545	LAM CONSTRUCTION LLC	2152 HORN ROAD	MILTON	FL	32570	Y
070474	LANIER, EDDIE B DBA LANIER MASONRY LLC	1530 SIR HORNE DRIVE	PENSACOLA	FL	32505	Y

Opening Date: 11/20/18

Bid No.: 19-002

**FINAL VENDOR REFERENCE LIST
MORRIS COURT PARK IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
030443	LARRY GATES CONSTRUCTION	10081 BRISTOL PARK RD	CANTONMENT	FL	32533	
010677	LARRY HALL CONSTRUCTION INC	4740 WOODBINE ROAD	PACE	FL	32571	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
058801	M & H CONSTRUCTION SERVICES INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
059406	MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
055719	MARK KIRKLAND CONSTRUCTION SERVICES	3680 CHARMEINE DRIVE UNIT B	PENSACOLA	FL	32526	
048941	MARK TAYLOR CONSTRUCTION LLC	1719 N 9TH AVE	PENSACOLA	FL	32503	
047005	MATHIS CONSTRUCTION	362 GULF BREEZE PARKWAY #127	GULF BREEZE	FL	32561	
039951	MATTAIR CONSTRUCTION CO INC	57 S COYLE ST	PENSACOLA	FL	32502	Y
055496	MCBAYNE'S CONSTRUCTION	321 N DEVILLIERS STE 230	PENSACOLA	FL	32502	
042719	MCBRIDE CONSTRUCTION INC DBA DRY ROOF SYSTEMS	2415 N PACE BLVD	PENSACOLA	FL	32505	
062549	MCCORMICK, FRANK DBA MCCORMICK CONST & MGMT LLC	1153 LIONSGATE LANE	GULF BREEZE	FL	32563	
035623	MCCOY, MARCUS DBA MAVERICK DEMOLITION & LAND CLEARING	2355 SUMMIT BLVD	PENSACOLA	FL	32503	
052456	MEI LING DAVIS LLC	PO BOX 18155	PENSACOLA	FL	32523	
006058	MICKELSON CONSTRUCTION SERVICES INC	P O BOX 17046	PENSACOLA	FL	32522	Y
060998	MIXON, ALBERT DBA QUALITY SHEETROCK &PAINTG CNTRCTRS LLC	116 SOUTH DONELSON STREET	PENSACOLA	FL	32502	Y
066334	MULTIMEDIA HOLDINGS CORP DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
065732	PARADIGM ENGINRS & CONSTRUCTRS	14180 RIVER ROAD #8	PENSACOLA	FL	32507	
049009	PARRIS CONSTRUCTION CO LLC	P O BOX 6338	PENSACOLA	FL	32503	Y
058953	PARSCO LLC	714 NORTH DEVILLIERS STREET	PENSACOLA	FL	32501	Y
030951	PAV'R CONSTRUCTION INC	P O BOX1293	GULF BREEZE	FL	32562	
003956	PENSA CONCRETE CONSTR CO INC	P O BOX 2787	PENSACOLA	FL	32513	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST STE 208	PENSACOLA	FL	32501	
041814	PRECISION CONCRETE CUTTING LLC	3950 SHOREWOOD DRIVE	PENSACOLA	FL	32507	
066152	PRINCIPLE PROPERTIES INC	3773 HIGHWAY 87 S	NAVARRE BEACH	FL	32566	Y
068488	PRO CONSTRUCTION LLC DBA COMPLETE DKI	511 WYNNEHURST STREET	PENSACOLA	FL	32503	Y
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
045636	PURIFOY CONSTRUCTION LLC	1425 MUSCOGEE ROAD	CANTONMENT	FL	32533	
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
071623	REYCO CONTRACTING SOLUTIONS LLC	2172 W NINE MILE RD STE 198	PENSACOLA	FL	32534	Y
069116	RJH & ASSOCIATES INC	215 GRAND BLVD STE 102	MIRAMAR BCH	FL	32550	Y
031881	ROADS INC OF NWF LANDSCAPING & PROPERTY MAINTENANCE	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
056449	ROBERSON, ROBERT DBA R2R ENTERPRISES LLC	8290 SEDGEFIELD DRIVE	PENSACOLA	FL	32507	
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
057937	ROPER & ROPER GEN CNTRCTRS LLC	5042 SKYLARK COURT	PENSACOLA	FL	32505	

Opening Date: 11/20/18

Bid No.: 19-002

**FINAL VENDOR REFERENCE LIST
MORRIS COURT PARK IMPROVEMENTS
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
044550	SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	
073705	SEAL, DILLON DBA A CUT ABOVE	4771 BAYOU BLVD #176	PENSACOLA	FL	32503	
025910	SHARPE INC	P O BOX 107	PENSACOLA	FL	32591	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA STREET	PENSACOLA	FL	32502	Y
045261	SUPLICKI, DONALD F DBA GULF COAST CONCRETE SERVICES LLC	PO BOX 2926	PENSACOLA	FL	32513	
004537	T CHAVIS CONSTRUCTION CO	1411 ARIOLA DRIVE	PENSACOLA	FL	32561	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
062939	THREE TRADE CONSULTANTS	5690 JEFF ATES RD	MILTON	FL	32583	Y
024977	TRAMMELL CONSTRUCTION CO INC	9425 WANDA DR	PENSACOLA	FL	32514	Y
054211	VALLIA WARREN CONSTRUCTION	3130 NORTH E STREET	PENSACOLA	FL	32501	Y
027461	VISION CONSTRUCTION ENT INC (SEAGLADE PROPERTIES INC)	P O BOX 9604	PENSACOLA	FL	32513	Y
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
051237	WATSON, ALFRED DBA ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
045240	WEBKING CONSTRUCTION INC	1118 BAYVIEW LANE	GULF BREEZE	FL	32563	
051855	WHITE CONSTRUCTION & RENOVATION INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	
021725	WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
044856	WOLFE CONSTRUCTION	40 W NINE MILE ROAD #2 SUITE 212	PENSACOLA	FL	32534	Y
075340	XGD SYSTEMS LLC	415 NW FLAGLER AVE #302	STUART	FL	34994	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 148



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00439

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

NAMING TENNIS COURT #20 AT ROGER SCOTT TENNIS CENTER

RECOMMENDATION:

That City Council approve the naming of Court #20 at Roger Scott Tennis Center in honor of Joe Lovoy.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Mr. Joseph Lovoy had an immense impact on the Northwest Florida tennis community. He worked to establish the Over the Hill but Under 50 Tennis League, attracting well over a thousand players in its three decades of existence.

Mr. Lovoy worked on Committees to improve the tennis experience for all players, in particular, bringing soft courts to the Roger Scott Tennis Center. He pursued funding from both City Council and the Escambia County Board of Commissioners, as well as raising funds to purchase additional land from the Federal Aviation Administration.

The Parks and Recreation Board considered and approved this request at their October 18, 2018 meeting.

PRIOR ACTION:

None

FUNDING:

None

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

11/29/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Name Court 20 at Roger Scott - Request
- 2) Sec. 2-3-3. Naming City Property
- 3) Court Naming Recommendation Minutes
- 4) Memo from Parks and Recreation Board

PRESENTATION: No

October 1, 2018

City Clerk
222 West Main Street
3rd Floor
Pensacola, FL 32502

Dear Ms. Burnett,

This is a request pursuant to section 2-3-3, Naming City Property.

The two groups named below, as well as many private citizens, are asking that this request be honored in the naming of a single tennis court (Court 20) that is part of the larger property known as the Roger Scott Tennis Center. If this request is honored, a plaque of durable quality, measuring 3' x 2', will be attached to the fence at one end of Court 22. A prototype picture of the proposed plaque is attached.

The person for whom the court would be named is Joseph Lovoy. Joe was on the forming committee when the Under The Hill Tennis League (UTHL) was first formed in the mid-1980's. He also served as one of the first captains and remained a captain until he took over the running of UTHL in **2005**. Joe did the plotting and planning while directing the captains to form a list of possible players and then pulling them together. This list topped 200 players at one point. Through Joes leadership, the captains got the players rated in order to form competitive teams. From that point on, the UTHL became a focal point for players to meet others with similar skill sets, promoting social, yet more competitive play in the Pensacola area. It remains so to this day.

To consolidate the players to play at a single facility, Joe worked diligently to expand the Roger Scott facility and procure soft courts as well. He spent a lot of time working with the local politicians from both the county & the city to procure funding. Despite their differing constituencies and concerns, Joe was instrumental in getting them to work together. Ultimately, the city and the county provided over \$2,000,000 for the Roger Scott Court Project. The city put up over a million dollars and the county came forth with over a million as well.

During this time, it was discovered that the Federal Aviation Administration owned a portion the land on which the soft courts were to be built. Through Joe's conviction for the betterment of tennis in Pensacola, he spearheaded a push to raise MORE money in order to purchase the property and keep the project alive. Without Joes diligence and sense of purpose, Roger Scott would not be the robust Tennis Center that it is today. It is the belief of many within the tennis community leadership that, without Joe's tireless pursuit of making the soft courts a reality, we would not have them today.

Joe has been for many years a member of the Pensacola Park & Rec committee, headed by Brian Cooper, tasked with procuring the necessary funding to replace the aging hard court the hard courts, along with building additional soft courts.

Thank you for allowing the tennis community to give due & well-deserved respect to one of its own.

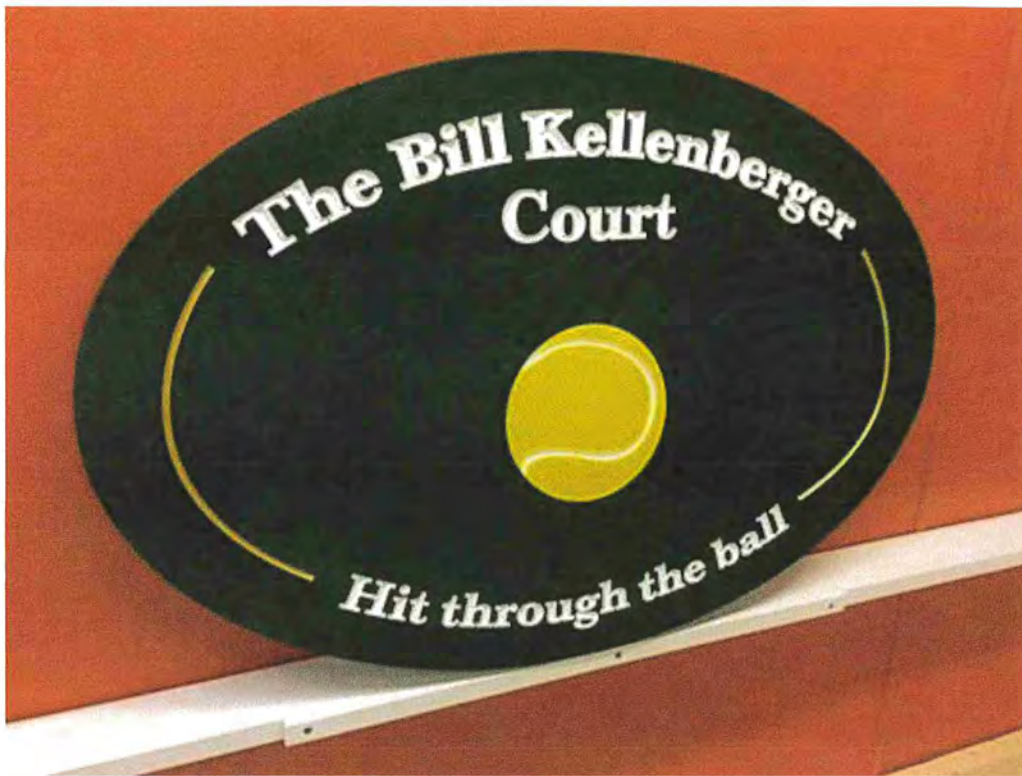


Robin Olsson
Director, the Over 50 But Under the Hill League
A Tennis League for Senior Men



Terry Thrash
USTA FL Tennis Ambassador
President, Greater Pensacola Tennis Assn.

The Joseph Lavoy
Court



See you on the Courts

CITY OF PENSACOLA

PROCLAMATION

WHEREAS his friends and colleagues gather today to honor Joseph Lovoy for his immense impact on Northwest Florida's tennis community, and

WHEREAS, Joseph Lovoy worked to help establish the Over The Hill but Under 50 Tennis League (known today as the Under The Hill League), attracting well over a thousand players (in its' 3 decades of existence) aged 50 and over to re-ignite their love of the game and to grow the sport among senior men in the area, along with Captaining teams through the years and acting as Director of the league for many years as well,

WHEREAS, Joseph Lovoy was recognized as a leader in the tennis community from the start, working on committees to improve the tennis experience for all players, including, but not limited to working tirelessly with a singular focus of bringing soft courts to the Roger Scott Tennis Center through engagement with City Counsel, raising over \$2 Million to build the courts. When it was found that the Federal Aviation Administration Actually owned the property targeted for these courts, Joe raised the additional funds to purchase the land, making soft courts a reality for the tennis community.

THEREFORE, be it resolved that I, _____, Mayor of the City of Pensacola, do hereby proclaim _____, 2018, as

JOSEPH LOVOY DAY

In the City of Pensacola, Florida.

IN WITNESS THEREOF, I have hereunto set my hand and have caused the great seal to be affixed this ____ day of _____ in the year of our Lord Two Thousand and Eighteen.

Mayor

Sec. 2-3-3. - Naming city property.

- (a) *Intent of criteria.* The criteria provided herein are intended to provide an identifiable process which citizens may utilize to propose the recognition of individuals who have made a significant contribution to the city, region or nation and whose memory may be honored by the designation of their name and achievements associated with a structure, street, park or other public place in the City of Pensacola. Such individuals may be city residents, historic figures, former elected officials or former city employees whose work, actions or life has made a significant contribution to the community or society. Consideration of such recognition will be made by the city council without reference to such immutable characteristics as race, religion, ethnicity, gender, age or disability. These criteria are intended to be flexible so that there will be an opportunity for recognition of any individual deserving of such, who may not meet all of the objective criteria contained herein. In addition, the city council recognizes that many of the facilities of the city have established interest groups such as neighborhood associations or other affinity groups, and it is the intent of the council to solicit input from all such interest groups when appropriate.
- (b) *Criteria.*
- (1) Parks may be named after streets, geographical locations, historical figures, events, concepts or as otherwise determined by the city council.
 - (2) Parks may be named for individuals or groups that have made exceptional contributions to the Pensacola community.
 - (3) Parks may be named for an historical figure or an individual or family or organization that has made a significant land, monetary or service contribution to the acquisition of the property, park system or the community in general. These may include the names of early residents or citizens and/or events of significance to the area's history or development which have directly impacted the park's development.
 - (4) Current elected officials and currently employed city staff shall not be eligible for consideration until they are no longer in office or have been retired from city service for at least four (4) years.
 - (5) In order to accommodate the interest in recognizing or honoring individuals deserving such recognition or honor, the city council may elect to honor individuals by the erection of informational signage or plaques at a particular facility, structure or portion thereof, without naming the entire park, structure or facility after one individual or preempting the opportunity to recognize more than one person's achievements or contributions. However, the renaming of a park, structure or facility from one name to another will be discouraged and accepted only for exceptional reasons.
- (c) *Procedure.*
- (1) Members of council or other individuals or groups that propose to name or rename a park, structure, facility or portion thereof must submit a letter to the city clerk with sufficient information or evidence to support a naming or name change. The clerk shall forward a copy of the letter to the offices of the mayor, the city council president and the director of neighborhood services. If a renaming is being proposed, the letter must document why the existing name no longer holds any historical significance, or otherwise why the existing name is no longer appropriate.
 - (2) If the property or facility under review is within the purview of the parks and recreation board, that board will review such request and discuss the request at a meeting of the board. Following board consideration, the board will make its recommendations to the city council. If the property or facility under review is within the purview of another organization or board, that organization or board will be given the opportunity to consider the request for naming or renaming and make its recommendation to the city council.
 - (3) The city council will make the final decision on all naming or renaming requests.

(Ord. No. 34-14, § 1, 9-11-14)

4. **NEW BUSINESS.**

Naming of tennis court in honor of Joseph Lovoy

Robin Olsson spoke about the merits of Joe Lovoy. Mr. Lovoy founded the Under the Hill League. As several tennis courts have closed, Roger Scott Tennis Center became the destination for the tennis community. Mr. Lovoy was instrumental in getting the soft courts at the tennis center.

This is not the first court to be named after someone. Court 23 has already received the designation honoring Bill Kellenberger. The tennis community will pay for the plaque that will be placed on the court.

Member Hicks made the following motion: "I move that we declare that Court 20 at Roger Scott be named in honor of Joe Lovoy for all of his service to all of the community of tennis." The motion was seconded by member Mayo. The motion was approved unanimously.

MEMORANDUM

TO: City Council
FROM: Paul Epstein, Parks and Recreation Board Chairperson
SUBJECT: Naming of Court in memory of Joe Lovoy
DATE: November 20, 2018

A handwritten signature in blue ink, appearing to read "Paul Epstein", is written over the "FROM" and "SUBJECT" lines of the memorandum.

The Parks and Recreation Board voted unanimously in favor of naming Court 20 at Roger Scott Tennis Center in memory of Joe Lovoy. Mr. Lovoy has been a great influence on the Pensacola tennis community, and deserves this honor.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00452

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Andy Terhaar

SUBJECT:

APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY CHAIR

RECOMMENDATION:

That City Council appoint one member of the Community Redevelopment Agency (CRA) as Chair of the CRA for a period of one year, expiring in December of 2019.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Per Sections 3.1 and 3.2 of the Community Redevelopment Agency 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 CRA Members have been nominated:

Nominee

Jewel Cannada-Wynn
Ann Hill

Nominated By

Cannada-Wynn, Hill
Myers

PRIOR ACTION:

City Council appoints the Community Redevelopment Chair annually.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Nomination Forms - Jewel Cannada-Wynn
- 2) Nomination Form - Ann Hill
- 3) Ballot

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Jewel Cannada-Wynn, City Council Member/City Council Member Elect,
do hereby nominate Jewel Cannada-Wynn for appointment by
the City Council for the position of:

**CHAIR
COMMUNITY REDEVELOPMENT AGENCY**

Provide a brief description of nominee's qualifications:

I have served previously as chair and would like to
continue working on the projects for the Agency & City

Cannada-Wynn
City Council Member/City Council Member Elect

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

Erica L. Burnett
Erica L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Ann Hill, City Council Member/City Council Member Elect,
do hereby nominate Jewel Cannada-Wynn for appointment by
the City Council for the position of:

**CHAIR
COMMUNITY REDEVELOPMENT AGENCY**

Provide a brief description of nominee's qualifications:

Jewel Cannada-Wynn is active in efforts to
provide more affordable housing and
supports a historic structure review.

Ann Hill
City Council Member/City Council Member Elect

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 Sherril Myers, City Council Member/City Council Member Elect,
do hereby nominate Ann Hill for appointment by
the City Council for the position of:

**CHAIR
COMMUNITY REDEVELOPMENT AGENCY**

Provide a brief description of nominee's qualifications:

Ann Hill represents district
6 and has been very active
in many issues of the
CRA Urban Core and has
served on the Board of the
CMP Board of Trustees

Sherril Myers
City Council Member/City Council Member Elect

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 – **Chair of Community Redevelopment Agency**

December 13, 2018

Term expiring December of 2019

_____ Jewel Cannada-Wynn

_____ Ann Hill

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00453

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Andy Terhaar

SUBJECT:

APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY VICE CHAIR

RECOMMENDATION:

That City Council appoint one member of the Community Redevelopment Agency (CRA) as Vice Chair of the CRA for a period of one year, expiring in December of 2019.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Per Sections 3.1 and 3.2 of the Community Redevelopment Agency 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 CRA Members have been nominated:

Nominee

Jared Moore
Gerald Wingate

Nominated By

Hill, Myers
Cannada-Wynn

PRIOR ACTION:

City Council appoints the Community Redevelopment Agency Vice Chair annually.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Nomination Forms - Jared Moore
- 2) Nomination Form - Gerald Wingate
- 3) Ballot

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Ann Hill, City Council Member/Council Member Elect, do
hereby nominate Jared Moore for appointment by the
City Council for the position of:

***VICE CHAIR
COMMUNITY REDEVELOPMENT AGENCY***

Provide a brief description of nominee's qualifications:

Jared Moore's experience on the Planning
Board & Zoning board make him familiar
with CRA issues. He is a strong advocate
for walkability & bike-ability.

Ann Hill
City Council Member/City Council Member Elect

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

Erika L. Burnett
Erika L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Sheari Myers, City Council Member/Council Member Elect, do
hereby nominate Jarod Moore for appointment by the
City Council for the position of:

**VICE CHAIR
COMMUNITY REDEVELOPMENT AGENCY**

Provide a brief description of nominee's qualifications:

He has served on Planning
Board and very familiar with
land use issues through out
the city.

Sheari Myers
City Council Member/City Council Member Elect

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 Jewel Cannada-Wynn, City Council Member/Council Member Elect, do hereby nominate Gerald Wingate for appointment by the City Council for the position of:

**VICE CHAIR
COMMUNITY REDEVELOPMENT AGENCY**

Provide a brief description of nominee's qualifications:

Mr. Wingate is a strong Advocate of the CRA and their
Purpose.

Cannada-Wynn
City Council Member/City Council Member Elect

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

Erica L. Burnett
Erica L. Burnett, City Clerk

Ballot – Vice Chair of Community Redevelopment Agency

December 13, 2018

Term expiring December of 2019

_____ Jared Moore

_____ Gerald Wingate

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00444

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

CONSIDERATION OF SKATE PARK PROJECT

RECOMMENDATION:

That City Council consider Upward Intuition's request for the City to assume responsibility for the design and construction of the Blake Doyle Skate Park to be located at the Hollice T. Williams Park.

HEARING REQUIRED: No Hearing Required

SUMMARY:

At the November 5, 2018 Agenda Conference, City Council was informed that City Staff had been meeting with Jon Shell of Upward Intuition to learn about his plans for the design and construction of the proposed skate park at the Hollice T. Williams Park. Since the City has appropriated Local Option Sales Tax (LOST) funds in the amount of \$575,000 and the Community Redevelopment Agency (CRA) has approved funding in the amount of \$300,000, City Staff explained the available development options depending upon whether Mr. Shell or the City are responsible for the project from design through construction.

Mr. Shell has indicated a preference for the City to assume the responsibility for the design and construction of the skate park and has consulted with a local engineering firm to get refined design and construction costs. The original quote from Spohn Ranch in the amount of \$1,250,000 only included the cost of the skate park and not the other state and local required components of the project such as bathroom facilities, parking, handicapped access and stormwater treatment. Based on an Opinion of Probable Costs from a local engineering firm, it is estimated that the total cost of the skate park with the required components will be \$2,240,000. It is also estimated that additional park features such as sidewalks, trees, a playground and pavilion would cost an additional \$250,000.

While Mr. Shell has requested that the City assume the responsibility for the design and construction of the skate park, he has committed to continue fundraising and to seek donations and grants to fund the skate park. Mr. Shell plans to approach the State Legislature in early 2019 to request a funding appropriation.

PRIOR ACTION:

October 13, 2016 - City Council approved supporting the efforts of Upward Intuition to construct the Blake Doyle Skate Park at the Hollice T. Williams Park.

May 10, 2018 - Blake Doyle Skate Park Update Presentation.

June 14, 2018 - Update on Blake Doyle Skate Park at Hollice T. Williams Park and Hollice T. Williams Park Restore Project.

September 10, 2018 - CRA approved \$300,000 from the sale of CRA properties to be utilized for the construction of a proposed multi-purpose skate park and amphitheater at the Hollice T. Williams Park.

September 19, 2018 - City Council approved Resolution 18-40 adopting a final budget for the City of Pensacola for the fiscal year beginning October 1, 2018 which included \$375,000 in Local Option Sales Tax (LOST) funding for the Blake Doyle Skate Park.

October 11, 2018 - City Council approved Resolution 18-46 amending the fiscal year 2019 budget transferring \$200,000 in LOST funds appropriated for City Hall Parking Lot Improvements to the Skateboard Park line item.

FUNDING:

Budget:	\$ 575,000	Local Option Sales Tax Fund - LOST IV
	300,000	Community Redevelopment Agency Fund
	<u>500,000</u>	Upward Intuition Donated Funds
	<u>\$1,375,000</u>	Total Available Funds
Actual:	\$2,240,000	Estimated Project Cost
	<u>250,000</u>	Estimated Additional Features
	<u>\$2,490,000</u>	Total Estimated Project Cost

FINANCIAL IMPACT:

City Council has appropriated \$575,000 in LOST funds and \$300,000 in CRA funds for the skate park. Mr. Shell and Upward Intuition have raised approximately \$500,000. The total project cost of the skate park is estimated to be \$2,240,000 not including the additional park features such as sidewalks, trees, a playground and pavilion at an estimated cost of \$250,000. Mr. Shell has committed to continue fundraising and to seek donations and grants needed to construct the skate park. Mr. Shell plans to approach the State Legislature in early 2019 to request a funding appropriation.

CITY ATTORNEY REVIEW: Yes

11/29/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Blake Doyle Skate Park Opinion of Probable Cost
- 2) Letter from Mr. Shell

PRESENTATION: No

Skate Park Base Option Summary				
Item	Unit	Item Quantity	Unit Cost	Item Total
Skate Park Surface				
Spohn Ranch PM/Design/Plans (Contingency N/A)	LS	1	\$42,500	\$42,500
Spohn Ranch Materials/Install (Contingency N/A)	LS	1	\$1,250,000	\$1,250,000
General Site				
Mobilization/Maintenance of Traffic	LS	1	5%	\$34,608.00
Utility Coordination/Relocation	LS	1	3%	\$20,160
Erosion Control/Construction Fencing	LS	1	\$45,000	\$45,000
Fencing (adjacent to RR)	LF	350	\$20	\$7,000
Clearing and Earthwork				
Clearing & Grubbing	AC	3	\$10,000	\$30,000
Rough Grading	LS	1	\$100,000	\$100,000
Lighting/Electrical				
Skate Park Perimeter Lighting	EA	20	\$1,500	\$30,000
Parking Area Lighting	EA	10	\$3,000	\$30,000
Electrical Panel/Service	LS	2	\$5,000	\$10,000
User Amenities				
Restroom	EA	2	\$65,000	\$130,000
Drinking Fountain	EA	1	\$3,000	\$3,000
Water Service	LS	1	\$10,000	\$10,000
Parking Area (40 Spaces)				
Asphalt	TN	200	\$100	\$20,000
Base & Compacted Subgrade	SY	1,500	\$20	\$30,000
Curb & Gutter	LF	600	\$25	\$15,000
Landscape Buffer	LF	60	\$100	\$6,000
Signage	LS	1	\$10,000	\$10,000
Pavement Marking	LS	1	\$2,000	\$2,000
Stormwater Management				
Pipe Culvert	LF	1,000	\$100	\$100,000
Drainage Structures	EA	10	\$3,500	\$35,000
End Treatment	EA	1	\$1,500	\$1,500
Pond Earthwork	LS	1	\$50,000	\$50,000
Pond Sod	SY	1,500	\$5	\$7,500
Design/Permit Fees				
Consultant Design (Excludes Skate Park Surface)	LS	1	15%	\$112,015
Permitting Coordination (FDOT, City, WMD, Others)	LS	1	\$20,000	\$20,000
Total - Base Option w/10% Contingency:				\$2,237,162

Additional Park Features Summary				
Item	Unit	Item Quantity	Unit Cost	Item Total
Recreation/Seating				
Playground	EA	1	\$50,000	\$50,000
Pavilion	EA	1	\$25,000	\$25,000
Trash Receptacles	EA	6	\$2,000	\$12,000
Table	EA	4	\$1,500	\$6,000
Benches	EA	6	\$2,500	\$15,000
Landscape/Hardscape				
Tree	EA	20	\$300	\$6,000
Park Sod	SY	2,000	\$5	\$10,000
Sidewalk	SY	1,800	\$40	\$72,000
Design Fees				
Consultant Design	LS	1	15%	\$29,400
Total - Additional Park Features w/10% Contingency:				\$247,940

Combined Cost Summary	
Option	Option Total
Skate Park Base Option	\$2,237,162
Additional Park Features	\$247,940
Total Combined Cost:	\$2,485,102

This information provided as a ROM opinion of probable cost for Skate Park design and construction is based on preliminary sketches, general design assumptions, and industry standards for similar projects. This summary is not intended to reflect bid or actual costs; actual costs and project quantities may vary based on final permitted design, future market conditions, and costs of labor, materials, and equipment.



UPWARD INTUITION

To inspire and empower the next generations for a greater community.

Dear Mr. Cooper,

I understand from my meetings with City Staff that because the City and CRA have appropriated funding for the Blake Doyle Skate Park that state and local purchasing rules and regulations must be followed. City staff has explained the available development options depending upon whether Upward Intuition or the City is responsible for the design and construction of the skate park. Based on the information provided, I would like to request that the City assume responsibility for the design and construction of the skate park.

Upward Intuition has raised approximately \$500,000 in donations and grants which will be forwarded to the City upon commencement of the project. I am committed to continue fundraising and seeking donations and grants to fund the construction of the park. I plan to approach the State Legislature in early 2019 to request a funding appropriation.

Sincerely,

Jon Shell

P.O. Box 12672
Pensacola, FL 32591
(850) 572-0488
jon@upwardintuition.org



upwardintuition.org



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00404

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

RECOMMENDATION:

That City Council accept the FY 2019 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 all actions necessary to accept the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department has been combating impaired drivers for the past several years with the help of the FDOT grants. To continue making progress, lower high traffic incident statistics, and make the roadways safer the Pensacola Police Department will utilize the grant funds to initiate a full-time DUI Unit assigned to the Traffic Section. The grant will allow the Pensacola Police Department to educate and certify more patrol officers in the Standardized Field Sobriety Testing (SFST) and National Highway Traffic Safety Administration (NHTSA) 24-hour curriculum during this grant period. Additionally, the Pensacola Police Department will utilize these funds to proactively enforce open container violations during this grant period. The Pensacola Police Department will work in conjunction with the DUI Units of the surrounding agencies to target impaired driving by using high visibility saturation patrols, and publicized sobriety checkpoints. The Pensacola Police Department's DUI Unit and patrol officers will attempt to locate impaired drivers by conducting general traffic enforcement. The Pensacola Police Department, in conjunction with NHTSA and FDOT traffic/impaired driving campaigns, will publicly announce enforcement efforts. The grant funds will provide Portable Breath Testing instruments to enforce the zero tolerance laws regarding underage drinking and driving.

In summary, the grant funds will increase education, publicity, and enforcement of impaired driving. Also, this grant will assist with moving forward to create a much-needed DUI Unit.

PRIOR ACTION:

None

FUNDING:

Budget: \$45,000

Actual:	\$29,000	Overtime
	6,000	Watchguard Camera System
	<u>10,000</u>	Intoxylizer 8000 Instrument
	<u>\$45,000</u>	

FINANCIAL IMPACT:

The grant will fund: \$29,000 for Overtime and benefits, \$6,000 for a Watchguard Camera System for the Breath Testing Room, \$10,000 for an Intoxylizer 8000 Instrument for breath testing room. Approval of the supplemental budget resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

11/16/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
Police Chief Tommi Lyter

ATTACHMENTS:

- 1) FDOT Subgrant for Highway Traffic Funds
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

PRESENTATION: No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

500-065-01
SAFETY
9/18

<i>For FDOT Use Only</i> Project Number: M5HVE-19-06-09	FDOT Contract Number: G1219
Federal Funds Awarded: \$45,000.00	FDOT DUNS Number: 80-939-7102
Subgrant Award (Start) Date:	Subgrant End Date: 9/30/2019
Amendment Number and Dates:	
Part I: GENERAL ADMINISTRATIVE INFORMATION (See Instructions)	
1. Project Title: Continuation of DUI Enforcement Grant	
2. Federal Funding: \$45,000.00 Match: \$ Total Cost: \$45,000.00	
3. Subrecipient Agency: Name: City of Pensacola Address Line 1: City Hall Address Line 2: 222 W. Main Street City: Pensacola State: FL Zip: 32501 -	4. Implementing Agency: Name: Pensacola Police Department Address Line 1: 711 N. Hayne Street Address Line 2: City: Pensacola State: FL Zip: 32501 -
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 596000406001	
6. DUNS Number: 073131559	
7. Chief Financial Officer: Name: Richard Barker Jr. Address Line 1: City Hall Address Line 2: 222 W. Main Street City: Pensacola State: FL Zip: 32501 - Telephone No: (850) 435 - 1830 ext. E-Mail Address: rbarker@cityofpensacola.com	8. Project Director: Name: Captain Charles Mallett Address Line 1: Pensacola Police Department Address Line 2: 711 N. Hayne Street City: Pensacola State: FL Zip: 32501 - Telephone No: (850) 435 - 1962 ext. E-Mail Address: cmallett@cityofpensacola.com
9. Financial Reimbursement Contact: Name: Jennifer Cole Title: Senior Administrative Officer (Finance, Police Dept.) Telephone Number: (850) 435 - 1856 ext. E-Mail Address: jscole@cityofpensacola.com	10. Project Activity Contact: Name: James Daniels Title: Police Officer Telephone Number: (850) 454 - 6018 ext. E-Mail Address: jdaniels@cityofpensacola.com
11. Payment Remittance Address: Name: Pensacola Police Department Address Line 1: P.O. Box 1750 Address Line 2: City: Pensacola State: FL Zip: 32598 -	

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

Statement of the Problem:

The City of Pensacola, located in Escambia County, and is not only a popular place to live, but also a popular tourist destination. The City of Pensacola has a permanent population of approximately 55,000 residents. However, the number of people in the city limits during working days and evenings is significantly larger. An estimated 100,000 vehicles traverse city limits daily as motorists travel to and from work, shopping, errands, etc. Additional traffic is projected during tourist season as residents and tourists head to area beaches and attractions. Thus, the daily traffic can be more than 250,000 vehicles during holidays and the summer months.

During 2017, FDOT began reconstructing the Pensacola Bay Bridge. This bridge is an artery between Pensacola Beach and Downtown Pensacola. Both locations contain most of the areas' bar and restaurant establishments, which draw many patrons, especially during the evening and nighttime hours. Coincidentally, a majority of the construction work on the Pensacola Bay Bridge is being performed during these same hours. Any efforts or resources focused towards driving under the influence (DUI) enforcement will help to ensure the safety of those working hard to complete this FDOT project.

With increased traffic comes increased traffic problems. The City of Pensacola ranks in the top 25th percentile of all traffic related statistics, except for work-zone related incidents, per the FY2019 Highway Safety Matrix - Group II (populations of 15,000 - 74,999).

The Pensacola Police Department (PD) participated in traffic enforcement, aggressive driving, and DUI enforcement for the third year with the Florida Department of Transportation (FDOT) grant funding. The third year ended in 2017.

Pensacola Police Department was unable to submit a request for grant funding regarding the 2018 fiscal year. Thus, we are now requesting funding for the 2019 fiscal year. DUIs are continuing to be a significant problem within the City of Pensacola. Of similarly populated cities, Pensacola ranks 5th out of 101 cities, for impaired drivers.

Last three-year statistics:

	2015	2016	2017
Traffic Crashes (no injury)	2,098	2,044	2,400
Traffic Crashes (injuries)	241	240	233
Traffic Crashes (fatalities)	5	2	0
Traffic Citations (including criminal)	6,361	6,732	8,210
DUI Citations	188	206	173
DUI Related Crashes (all reported)	13	19	9

During the last grant period (FY2016) the Pensacola PD reduced the number of crashes by 11.1% and reduced the number of DUI related fatalities to zero. The statistics related to impaired driving crashes is higher than reported. This is in part due to the disposition coding system at the police department. These disposition codes will be updated for this grant period to have more accurate numbers shown. However, even if the impaired driving crash data is accurate, our concern is the statistics are going to rise yet again without a continued effort to target enforcement, such as DUI saturation patrols and DUI checkpoints. The Pensacola PD is certain our efforts to combat impaired driving is stopping impaired drivers before they operate a vehicle and/or crash. With this new grant period (FY2019) the Pensacola PD will continue to lower the DUI related statistics within the City of Pensacola.

The Pensacola PD has had to rely on using surrounding agencies' equipment to complete DUI investigations. The Pensacola PD does not have Intoxilyzer Instruments, or a breath testing room, to complete the evidence collection process in the DUI investigation. Pensacola PD is committed to combating impaired driving. However, we need help in

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purchasing the equipment necessary to enforce impaired driving.

The Pensacola PD will utilize the grant money to purchase an Intoxilyzer 8000 instrument and a WatchGuard Camera System to place in a newly constructed Breath Testing Room. The Breath Testing Room is currently being finished to be ready by this grant period.

The above-mentioned equipment, along with a new full-time DUI Unit funded by the Pensacola PD, will help increase our efforts regarding traffic safety and DUI enforcement.

Proposed Solution:

The Pensacola PD has been combating impaired drivers for the past several years with the help of the FDOT grants. To continue making progress, lower our high traffic incident statistics, and make our roadways safer the Pensacola PD will strive to initiate a full-time DUI Unit assigned to the Traffic Section. These officers will enforce all traffic related laws, to include speeding, careless driving, and reckless driving. In addition, the primary focus for these officers will be to enforce impaired driving laws, educate the public, and remove impaired drivers from our roadways. The police vehicles utilized by the DUI Unit will be set up specifically for DUI Enforcement and display markings of such. Thus, making the City of Pensacola a safer place for all who live, work, and visit our city.

The Pensacola PD will educate and certify more patrol officers in the Standardized Field Sobriety Testing (SFST), National Highway Traffic Safety Administration (NHTSA) 24-hour curriculum, during this grant period. This will increase patrol officers' proactivity and provide them a solid foundation for helping with DUI detection and investigations. In the end, decreasing the DUI related incidents such as traffic crashes and fatalities. Over the past few years, the Pensacola PD has trained and certified over 30 officers in SFSTs.

The Pensacola PD will proactively enforce open container violations during this grant period. This is a small step in preventing impaired driving, but has large effects in the overall picture of traffic enforcement, educating the public, and impaired driving enforcement.

The Pensacola PD will work in conjunction with the DUI Units of the surrounding agencies, to target impaired driving by using high visibility saturation patrols, and publicized sobriety checkpoints. The high visibility areas will include Downtown Pensacola, the Pensacola Bay Bridge, and other areas where patrons are likely to consume alcoholic beverages and operate a motor vehicle.

The Pensacola PD's DUI Unit, and patrol officers, will attempt to locate impaired drivers by conducting general traffic enforcement. This method will increase the likelihood of discovering impaired drivers, but also increase enforcement of other traffic violations for all road users which create a hazard, such as speeding, distracted driving, and safety belt use among all drivers including teen drivers. In addition, conducting traffic stops for regular traffic violations will increase police visibility.

The Pensacola PD, in conjunction with NHTSA and FDOT traffic/impaired driving campaigns, will publicly announce our enforcement efforts via our Public Information Officer. The Pensacola PD will utilize social media that include, but is not limited to: Facebook, Twitter, and Instagram. This acts as a deterrent for potential impaired drivers and promotes education on impaired driving enforcement efforts.

The Pensacola PD patrol officers, and DUI Unit officers, will be equipped with the Portable Breath Testing instruments to enforce the zero tolerance laws regarding underage drinking and driving. Pensacola PD officers will continue to educate the youth in area schools by periodically speaking at school events and public functions. The Pensacola PD will work closely with the Escambia County School District to promote impaired driving awareness and discuss the dangers and destructive behavior associated with impaired driving.

Drug impaired driving is on the rise within the State of Florida, including within the city limits of Pensacola. Patrol officers

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:

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are being educated more frequently on the effects and reactions of drug impaired drivers. Pensacola PD officers will actively investigate and make arrests of drug impaired drivers. In addition, officers will attempt to request a Drug Recognition Expert, if possible/available, to assist on drug impaired driving cases.

Accompanied with the above-mentioned objectives and solutions, by approving this grant funding the Pensacola PD will be more efficient and effective with DUI enforcement and investigations. The Pensacola PD currently does not have an Intoxilyzer instrument or camera system for a breath testing room. Previously, we have relied on the use of equipment owned by surrounding agencies. This subgrant will allow the Pensacola PD to purchase our own Intoxilyzer instrument and camera system for a breath testing room. Having our own equipment will create more control for our police department and streamline the evidence collection process for our officers.

In summary, the Pensacola PD will increase education, publicity, and enforcement of impaired driving. Also, this grant will assist us with moving forward to create a much-needed DUI Unit.

Project Objectives:

By the end of the subgrant period (September 30, 2019) this project will:

1. Strive to decrease impaired driving crashes and fatalities citywide by 3% when compared to the previous three-year average.
2. Conduct 3 impaired driving high visibility overtime enforcement operations during the project period.
3. Participate in the national Drive Sober or Get Pulled Over campaign through impaired driving overtime enforcement operations and educational/community activities.
4. Conduct and/or participate in 4 educational/community outreach events to increase impaired driving awareness during the project period.
5. Provide impaired driving information and education to the public through the use of local media outlets, social media, or press releases at least 2 times per month.

Evaluation:

1. Impaired driving crashes and fatalities are reduced by 3% citywide, compared to the previous three-year average.
2. The number of impaired driving high visibility overtime enforcement operations conducted during the project period.
3. The number of impaired driving overtime enforcement operations conducted and education/community activities conducted/participated in during the Drive Sober or Get Pulled Over campaign.
4. The number of educational/community outreach events conducted or participated in to increase impaired driving awareness during the project period.
5. The number of instances that impaired driving information and education is provided to the public through the use of local media outlets, social media, or press releases each month.

Amendment Number: _____ (FDOT Only)
Effective Date: _____ (FDOT Only)

Part III: PROJECT DETAIL BUDGET

Project Title: <u>Continuation of DUI Enforcement Grant</u>				
Project Number: <u>M5HVE-19-06-09</u>				
FDOT Contract Number: <u>G1219</u>				
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	TOTAL COST	FEDERAL FUNDS	MATCH
A. Personnel Services				
Overtime Salary and Benefits	Overtime salary and benefits to include: FICA, retirement, and workers compensation.	\$29,000	\$29,000	0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		\$29,000	\$29,000	\$ 0
B. Contractual Services				
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		\$ 0	\$ 0	\$ 0
C. Expenses				
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		\$ 0	\$ 0	\$ 0

Amendment Number: _____ (FDOT Only)
Effective Date: _____ (FDOT Only)

Part III: PROJECT DETAIL BUDGET

Project Title: <u>Continuation of DUI Enforcement Grant</u>				
Project Number: <u>M5HVE-19-06-09</u>				
FDOT Contract Number: <u>G1219</u>				
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	TOTAL COST	FEDERAL FUNDS	MATCH
D. Equipment Costing over \$5,000				
Watch Guard Camera System	Camera system for Breath Testing Room.	\$6,000	\$6,000	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Intoxylizer 8000 Instrument	Instrument for the Breath Testing Room.	\$10,000	\$10,000	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
	For both the camera and breath testing instrument purchases, all cost will include shipping and handling charges, peripherals and accessories.	\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
		\$ 0	\$0	\$0
Subtotal		\$16,000	\$16,000	\$ 0
E. Indirect Cost		\$ 0	\$0	\$0
Subtotal		\$ 0	\$ 0	\$ 0
Total Cost of Project		\$45,000	\$45,000	\$ 0

Amendment Number: _____ (FDOT Only)
Effective Date: _____ (FDOT Only)

PART IV: PERFORMANCE REPORT

Project Title: <u>Continuation of DUI Enforcement Grant</u>
Project Number: <u>M5HVE-19-06-09</u>
FDOT Contract Number: <u>G1219</u>
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. Collect and analyze crash data to determine focus areas for targeted impaired driving enforcement.
2. Conduct impaired driving high visibility enforcement operations.
3. Conduct outreach/education activities for impaired driving.
4. Provide performance reports.
5. Submit request(s) for financial reimbursement.
6.
7.
8.
9.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting
The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Amendment Number: _____ (FDOT Only)
Effective Date: _____ (FDOT Only)

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon approval of this subgrant agreement for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient and its Implementing Agency.

FEDERAL REGULATIONS

1. Access to Public Records and Monitoring. The 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 subgrant 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 subgrant 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 subgrant 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 subgrant 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 subgrant agreement. By entering into this subgrant 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 subgrant 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 subgrant 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 subgrant 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 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. The Subrecipient must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this subgrant agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the 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 subgrant 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 Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 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;
 - 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. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450

FDOTSingleAudit@dot.state.fl.us

- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant 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.

3. 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) 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.

4. 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) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

5. Conferences and Inspection of Work. Conferences may be held at the request of any party to this subgrant 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.

6. Contract Work Hours and Safety Standards Act. Where applicable, all subcontracts under this subgrant 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.

7. Debarment and Suspension. No subcontract issued under this subgrant 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 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.

8. 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 subgrant 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.

9. 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 subgrant agreement, or any project, program, or activity that receives or benefits from this subgrant award. 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.

10. 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) and 49 CFR part 21
- (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. 100–209), (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) 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.
- (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

11. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this subgrant agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

12. 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.

13. 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 subgrant 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, 200.33, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this subgrant agreement.

14. 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.
- 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 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.

- (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.

STATE REGULATIONS

15. 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 subgrant 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.

16. 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 Department subgrant 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 subgrant 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 subgrant agreement.

17. 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 subgrant agreement. Chapter 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.

18. 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 contract; 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 contract term.

19. 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.

20. Responsibility for Claims and Liability. 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 subgrant 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 subgrant agreement specifically agree that no provision in this subgrant 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 subgrant agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this subgrant agreement.

21. 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.

22. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant 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.

23. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

GRANT MANAGEMENT

24. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this subgrant agreement. Amendments to this subgrant agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this subgrant agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this subgrant agreement shall be in the form of a written request signed by the one of the original signatory of this subgrant agreement. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

25. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this subgrant agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. 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 subgrant agreement and in accordance with Department's decision(s).

26. Equipment. Any equipment purchased under this subgrant 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 subgrant agreement purpose(s) for as long as needed for those purposes. In the event the equipment is no longer needed for the originally authorized subgrant agreement purpose(s) or has reached the end of its useful life, Subrecipients should notify the FDOT State Safety Office so that the equipment can be transferred to another agency for use or disposed of.
- (b) **Major Purchases and Dispositions.** Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit shall be subject to the following requirements:
 - i. Purchases shall receive prior written approval from the FDOT Safety Office.
 - ii. Dispositions shall receive prior written approval from the FDOT Safety Office.
- (c) **Disposition of Equipment Costing Less than \$5,000.** Equipment that does not meet the unit purchase price threshold of \$5,000 should be disposed of in accordance with the agencies own procurement and disposition policies. Documentation of this disposition should be noted in the Subrecipient files.
- (d) **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.
- (e) **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 Section 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 Section 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 Section 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.

27. 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 subgrant 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.

28. How this Subgrant Agreement is Affected by Provisions Being Held Invalid. If any provision of this subgrant agreement is held invalid, the remainder of this subgrant agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

29. 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 continue funding positions created with highway safety funds after the Federal funding cycle ends,
- (c) Failure to provide required performance and final narrative reports in the required time frame,
- (d) Failure to perform work described in Part II of this subgrant agreement,
- (e) Failure to provide reimbursement requests and performance reports in a timely manner,
- (f) Providing fraudulent performance reports or reimbursement requests,
- (g) Misuse of equipment purchased with Federal highway safety funds.

30. Performance. In the event of default, noncompliance, or violation of any provision of this subgrant 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 subgrant 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.

31. Personnel Hired or Paid Under this Subgrant Agreement.

- (a) **Project Director.** Persons holding the position of Project Director for this subgrant agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this subgrant agreement.
- (b) **Subgrant Funded Positions.** Any agency receiving subgrant funds for the reimbursement of positions (excluding law enforcement agency positions), in whole or in part through this subgrant agreement, shall report and get approval in writing of any staffing using the Safety Grant Personnel Form (FDOT Form No. 500-065-24).
- (c) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this subgrant 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 subgrant agreement. No other allocation method is allowable 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 subgrant 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. **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.
- (e) **Additional Requirements for Law Enforcement Agencies.**
 - i. **Created Position(s) Reporting and Maintenance Requirement.** Subrecipients receiving first year funding for a newly created full-time position(s) through a subgrant agreement shall provide written notification to the FDOT State Safety Office within 30 days of this subgrant agreement being awarded that a new position(s) has been created in the agency as a result of this subgrant agreement being awarded. Positions created with subgrant funding shall continue to be funded by the Subrecipient after federal funding ends to be eligible for future subgrant funding.

32. 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 Part IV of this subgrant 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 subgrant agreement monitoring.

33. Term of this Subgrant Agreement. Each subgrant agreement shall begin on the date the last party signs this subgrant agreement 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 subgrant 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."

34. 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) **Prerequisite Approvals.** Travel meeting any of the following criteria 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 subgrant activities and is within the travel budget of the project and relevant to the project:
 - i. Purchase of Airfare
 - ii. Travel to conference
 - iii. Travel which includes a registration fee
 - iv. Out-of-subgrant-specified work area travel
 - 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 travel budget.

- (c) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$150.00 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 \$150.00 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 \$150 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.

35. 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 Chapter 60B-1.004 F.S. 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 subgrant agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

36. Allowable Costs. The allowability of costs incurred under this subgrant 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 subgrant agreement shall be allowable.

37. Subcontract Agreements.

- (a) **Requirement for Pre- Approval.** All subcontract agreements must be submitted to the FDOT Safety Office in draft form for review and approval. Approval of this subgrant agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include as a minimum the following information:
 - i. Beginning and end dates of the subcontract agreement (not to exceed this subgrant 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), FDOT Contract # (insert contract number). A final invoice must be received by (insert date) or payment will be forfeited."
 - ii. **Buy American Act clause** (see Section 3 of Part V)
 - iii. **Certification Regarding Federal Lobbying** (see Section 14 of Part V)
 - iv. **Cooperation with Inspector General** (see Section 17 of Part V)
 - v. **DBE Clause** (see Section 8(b) of Part V)

- vi. **E-Verify clause** (see Section 18 of Part V)
- vii. **Nondiscrimination clause** (see Section 10 of Part V)
- viii. **Clean Air Act and Federal Water Pollution Control Act clause** (subcontracts in excess of \$150,000) (see Section 4 of Part V)

38. Indirect Costs. Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the amount applied for during the concept paper application process, and awards are based on cost benefit, available funding, and if the indirect cost rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

39. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this subgrant agreement period. Only project costs incurred on or after the effective date and on or prior to the end date of this subgrant 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.

40. Procedures for Reimbursement.

- (a) **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. **ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.**
- (b) **Supporting Documentation.** Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating 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 this approved subgrant agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation:

i. Personnel Services.

- i. **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- ii. **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.
- ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request 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.** Should be supported by a consultant travel form or other approved DFS travel form, copies of receipts for all miscellaneous costs applicable to the travel, in accordance with the most current version of the FDOT Disbursements Handbook, and proof of payment of travel costs by the Subrecipient.
- v. **Equipment Costing Over \$5,000.** 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 agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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 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.

(c) 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 subgrant 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 subgrant agreement period. Such 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 subgrant agreement period.

- (d) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this subgrant 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.
- (e) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by a Non-Expendable Property Accountability Record (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
- (f) **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.
- (g) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient, or their delegate. Delegation letters must be provided for each subgrant agreement.
- (h) **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.
- (i) **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 time-frame 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

subgrant agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or subgrant 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 subgrant agreement term.

- (j) **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.

41. 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 subgrant agreement shall be maintained and made available upon request to the Department at all times during the period of this subgrant 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.

42. 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 subgrant award during the subgrant 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 subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.

43. Registration for Attendance. No activities funded under this subgrant agreement shall charge a registration fee for attendance.

44. 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 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

45. 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.

46. Enforcement. In accordance with 23 U.S.C. Chapter 4, the State encourages law enforcement agencies to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23. U.S.C. 402(j)).

- (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 hand held 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) **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 subgrant agreement period.

- (c) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant 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.

- (d) **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. 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
 - f. Be an active certified Drug Recognition Expert (DRE)

- (e) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- (f) **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.
- (g) **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 Shield.
- i. **Required Credentials for Speed 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.

47. 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
- 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". "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 the paid media 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 subgrant agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

48. 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 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

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this subgrant 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, 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 is prohibited and therefore unallowable under this subgrant agreement.

49. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this subgrant agreement period, but before publication or printing, the final draft of any report or reports required under this subgrant agreement or pertaining to this subgrant agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After this subgrant 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 advance approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 50(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, U.S. Department of Transportation, or any other agency of the State or Federal Government.

50. 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.

51. Special Conditions.

Project Title: Continuation of DUI Enforcement Grant

Project Number: M5HVE-19-06-09

FDOT Contract Number: G1219

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: Grover C. Robinson, IV
Authorized Representative's Name Printed

Title: Mayor, City of Pensacola
Authorized Representative's Title Printed

Date: _____
Date Signed

IMPLEMENTING AGENCY

By: _____
Signature of Authorized Representative

Name: Tommi Lyter
Authorized Representative's Name Printed

Title: Chief of Police, Pensacola Police Department
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. 18-57**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2019; 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 REVENUE FUNDS

As Reads	Federal Grants	1,673,407
To:		
Reads	Federal Grants	1,718,407
As Reads	Personal Services	193,684
To:		
Reads	Personal Services	222,684
As Reads	Operating Expenses	436,375
To:		
Reads	Operating Expenses	442,375
As Reads	Capital Outlay	2,389,489
To:		
Reads	Capital Outlay	2,399,489

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 2018 - SUPPLEMENTAL BUDGET RESOLUTION - FDOT SUBGRANT HWY TRAFFIC SAFETY FUNDS - RES NO. 18-57**

FUND	AMOUNT	DESCRIPTION
SPECIAL REVENUE FUND		
Estimated Revenues		
Federal Grants	45,000	Increase estimated revenue from Federal Grants
Total Revenues	<u>45,000</u>	
Appropriations		
Personal Services	29,000	Increase appropriation for Personal Services
Operating Expenses	6,000	Increase appropriation for Operating Expenses
Capital Outlay	10,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>45,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-57

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-57 - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 18-57.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department has been combating impaired drivers for the past several years with the help of the FDOT grants. To continue making progress, lower high traffic incident statistics, and make the roadways safer the Pensacola Police Department will utilize the grant funds to initiate a full-time DUI Unit assigned to the Traffic Section. The grant will allow the Pensacola Police Department to educate and certify more patrol officers in the Standardized Field Sobriety Testing (SFST) and National Highway Traffic Safety Administration (NHTSA) 24-hour curriculum during this grant period. Additionally, the Pensacola Police Department will utilize these funds to proactively enforce open container violations during this grant period. The Pensacola Police Department will work in conjunction with the DUI Units of the surrounding agencies to target impaired driving by using high visibility saturation patrols, and publicized sobriety checkpoints. The Pensacola Police Department's DUI Unit and patrol officers will attempt to locate impaired drivers by conducting general traffic enforcement. The Pensacola Police Department, in conjunction with NHTSA and FDOT traffic/impaired driving campaigns, will publicly announce enforcement efforts. The grant funds will provide Portable Breath Testing instruments to enforce the zero tolerance laws regarding underage drinking and driving.

In summary, the grant funds will increase education, publicity, and enforcement of impaired driving. Also, this grant will assist with moving forward to create a much-needed DUI Unit.

PRIOR ACTION:

None

FUNDING:

Budget: \$45,000

Actual:	\$29,000	Overtime
	6,000	Watchguard Camera System
	<u>10,000</u>	Intoxylizer 8000 Instrument
	<u>\$45,000</u>	

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

11/16/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
Tommi Lyter, Police Chief

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 18-57
- 2) Supplemental Budget Explanation No. 18-57

PRESENTATION: No

**RESOLUTION
NO. 18-57**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2019; 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 REVENUE FUNDS

As Reads	Federal Grants	1,673,407
To:		
Reads	Federal Grants	1,718,407
As Reads	Personal Services	193,684
To:		
Reads	Personal Services	222,684
As Reads	Operating Expenses	436,375
To:		
Reads	Operating Expenses	442,375
As Reads	Capital Outlay	2,389,489
To:		
Reads	Capital Outlay	2,399,489

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 2018 - SUPPLEMENTAL BUDGET RESOLUTION - FDOT SUBGRANT HWY TRAFFIC SAFETY FUNDS - RES NO. 18-57**

FUND	AMOUNT	DESCRIPTION
SPECIAL REVENUE FUND		
Estimated Revenues		
Federal Grants	45,000	Increase estimated revenue from Federal Grants
Total Revenues	<u>45,000</u>	
Appropriations		
Personal Services	29,000	Increase appropriation for Personal Services
Operating Expenses	6,000	Increase appropriation for Operating Expenses
Capital Outlay	10,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>45,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-56

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-56 - LAW ENFORCEMENT TRUST FUND (LETF)
PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 18-56.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN
EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016 details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department is requesting \$65,000 from the Law Enforcement Trust Fund for the purchase of various items that will improve/enhance job capabilities for Cit of Pensacola law enforcement personnel. Among the items being requested under Florida State Statute 932.7055 are funds for specialty equipment for various Police Department units, funding for special training for law enforcement personnel necessary to perform official law enforcement duties and crime prevention programs.

PRIOR ACTION:

None

FUNDING:

Budget: \$65,000

Actual:	\$35,000	Crime Prevention
	20,000	Special Training & Investigations
	<u>10,000</u>	Specialty Equipment
	<u>\$65,000</u>	

FINANCIAL IMPACT:

The funds would be from the Law Enforcement Trust Fund and would have no impact on the City's General Fund. The attached supplemental budget resolution will appropriate funds for these purposes.

CITY ATTORNEY REVIEW: Yes

11/16/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
Tommi Lyter, Police Chief

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 18-56
- 2) Supplemental Budget Explanation No. 18-56
- 3) Letter of Certification

PRESENTATION: No

**RESOLUTION
NO. 18-56**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. LAW ENFORCEMENT TRUST FUND

Fund Balance		65,000
As Reads:	Operating Expenses	53,431
Amended		
To Read:	Operating Expenses	118,431

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 2018 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 18-56**

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>65,000</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>65,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>65,000</u>	

**Pensacola Police Department
Law Enforcement Trust Fund
Letter of Certification**

November 9, 2018

I hereby certify the requests contained herein comply in full with the provisions of Florida Statute 932.7055(5)(c) in reference to the use of confiscated funds from a Law Enforcement Trust Fund.

<u>Item</u>	<u>Description of requested items</u>	<u>Amount</u>
1	Crime Prevention	\$35,000
2	Special Training and Investigation	\$20,000
3	Special Equipment	\$10,000
Total Requested		\$65,000



Tommi Lyter, Chief of Police



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-60

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-60 - CONTRACTS PAYABLE

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 18-60.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Council adopted Supplemental Budget Resolution No. 18-48 at the November 8, 2018 City Council Meeting which carried forward encumbered purchase order balances. Historically, the Encumbrance Carryover Budget Resolutions have been net of contracts payable which represents 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 2018 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. 18-48.

Supplemental Budget Resolution No. 18-60 will reduce the amounts carried forward by the amount expensed to contracts payable in the previous fiscal year.

PRIOR ACTION:

September 19, 2018 - City Council formally adopted a beginning FY 2019 Budget on Budget Resolution No. 18-40.

November 8, 2018 - City Council adopted Supplemental Budget Resolution No. 18-48 covering purchase orders payable.

November 8, 2018 - City Council adopted Supplemental Budget Resolution No. 18-50 covering unencumbered carryovers.

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 2019.

CITY ATTORNEY REVIEW: Yes

11/19/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 18-60
- 2) Supplemental Budget Explanation No. 18-60

PRESENTATION: No

**RESOLUTION
NO. 18-60**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019;
PROVIDING FOR AN EFFECTIVE DATE.

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

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

A. GENERAL FUND

As Reads:	Purchase Orders Payable	964,947
Amended		
To Read:	Purchase Orders Payable	704,174

B. SPECIAL GRANTS FUND

As Reads:	Federal Grants	3,012,326
Amended		
To Read:	Federal Grants	2,927,543
As Reads:	Miscellaneous Revenue	1,145,943
Amended		
To Read:	Miscellaneous Revenue	1,061,256
As Reads:	Purchase Orders Payable	573,313
Amended		
To Read:	Purchase Orders Payable	403,843

C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND

As Reads:	Federal Grants	925,302
Amended		
To Read:	Federal Grants	925,196
As Reads:	Purchase Orders Payable	802
Amended		
To Read:	Purchase Orders Payable	696

D. COMMUNITY REDEVELOPMENT FUND

As Reads:	Purchase Orders Payable	28,429
Amended		
To Read:	Purchase Orders Payable	22,026

E. STORMWATER UTILITY FUND

As Reads:	Purchase Orders Payable	317,067
Amended		
To Read:	Purchase Orders Payable	302,770

F. SECTION 8 HOUSING ASSISTANCE FUND

As Reads:	Purchase Orders Payable	18,924
Amended		
To Read:	Purchase Orders Payable	13,881

G. NATURAL DISASTER FUND

As Reads:	Federal Grants	1,946,126
Amended		
To Read:	Federal Grants	1,944,886
As Reads:	Purchase Orders Payable	39,529
Amended		
To Read:	Purchase Orders Payable	38,289

H. GOLF COURSE FUND

As Reads:	Purchase Orders Payable	7,476
Amended		
To Read:	Purchase Orders Payable	0

I. RECREATION FUND

As Reads:	Purchase Orders Payable	12,881
Amended		
To Read:	Purchase Orders Payable	6,129

J. COMMUNITY MARITIME PARK MANAGERMENTS SERVICES FUND

As Reads:	Purchase Orders Payable	19,804
Amended		
To Read:	Purchase Orders Payable	1,300

K. LOCAL OPTION SALES TAX FUND

As Reads:	Purchase Orders Payable	686,422
Amended		
To Read:	Purchase Orders Payable	510,032

L. CRA SERIES 2017 PROJECT FUND

As Reads:	Purchase Orders Payable	871,339
Amended		
To Read:	Purchase Orders Payable	831,648

M. LOST SERIES 2017 PROJECT FUND

As Reads:	Purchase Orders Payable	5,546,682
Amended		
To Read:	Purchase Orders Payable	3,904,342

N. STORMWATER CAPITAL PROJECTS FUND

As Reads:	Purchase Orders Payable	888,086
Amended		
To Read:	Purchase Orders Payable	577,474

O. GAS UTILITY FUND

As Reads:	Purchase Orders Payable	2,895,762
Amended		
To Read:	Purchase Orders Payable	2,644,549

P. SANITATION FUND

As Reads:	Purchase Orders Payable	565,592
Amended		
To Read:	Purchase Orders Payable	564,867

Q. PORT FUND

As Reads:	State Grants	3,873,563
Amended		
To Read:	State Grants	3,516,925
As Reads:	Federal Grants	9,841
Amended		
To Read:	Federal Grants	6,081
As Reads:	Purchase Orders Payable	939,413
Amended		
To Read:	Purchase Orders Payable	511,924

R. AIRPORT FUND

As Reads:	Purchase Orders Payable	3,910,891
Amended		
To Read:	Purchase Orders Payable	3,542,892

S. INSURANCE RETENTION FUND

As Reads:	Charges for Services - Risk Management	1,226,593
Amended		
To Read:	Charges for Services - Risk Management	1,207,400
As Reads:	Purchase Orders Payable	19,193
Amended		
To Read:	Purchase Orders Payable	0

T. CENTRAL SERVICES FUND

As Reads:	Charges for Services - Technology Resources	2,976,525
Amended		
To Read:	Charges for Services - Technology Resources	2,908,254
As Reads:	Purchase Orders Payable	86,422
Amended		
To Read:	Purchase Orders Payable	18,151

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 2018 CONTRACTS PAYABLE
BUDGET RESOLUTION EXPLANATION NO. 18-60

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Fund Balance	<u>(260,773)</u>	Decrease appropriated fund balance
Appropriations		
Purchase Orders Payable	<u>(260,773)</u>	Decrease Encumbrance Carryover - Contracts Payable
B. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	(84,783)	Decrease estimated revenues for Federal Grants
Miscellaneous Revenue	(84,687)	Decrease estimated revenues for Miscellaneous Revenue
Total Estimated Revenues	<u>(169,470)</u>	
Appropriations		
Purchase Orders Payable	<u>(169,470)</u>	Decrease Encumbrance Carryover - Contracts Payable
C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
Federal Grants	(106)	Decrease estimated revenue from Federal Grants
Total Estimated Revenues	<u>(106)</u>	
Appropriations		
Purchase Orders Payable	<u>(106)</u>	Decrease Encumbrance Carryover - Contracts Payable
D. COMMUNITY REDEVELOPMENT FUND		
Fund Balance	<u>(6,403)</u>	Decrease appropriated fund balance
Appropriations		
Purchase Orders Payable	<u>(6,403)</u>	Decrease Encumbrance Carryover - Contracts Payable
E. STORMWATER UTILITY FUND		
Fund Balance	<u>(14,297)</u>	Decrease appropriated fund balance
Appropriations		
Purchase Orders Payable	<u>(14,297)</u>	Decrease Encumbrance Carryover - Contracts Payable

THE CITY OF PENSACOLA
DECEMBER 2018 CONTRACTS PAYABLE
BUDGET RESOLUTION EXPLANATION NO. 18-60

FUND	AMOUNT	DESCRIPTION
F. SECTION 8 HOUSING ASSISTANCE FUND		
Fund Balance	<u>(5,043)</u>	Decrease appropriated fund balance
Appropriations		
Purchase Orders Payable	<u>(5,043)</u>	Decrease Encumbrance Carryover - Contracts Payable
G. NATURAL DISASTER FUND		
Estimated Revenues		
Federal Grants	<u>(1,240)</u>	Decrease estimated revenues for Federal Grants
Total Estimated Revenues	<u>(1,240)</u>	
Appropriations		
Purchase Orders Payable	<u>(1,240)</u>	Decrease Encumbrance Carryover - Contracts Payable
H. GOLF COURSE FUND		
Fund Balance	<u>(7,476)</u>	Decrease appropriated fund balance
Appropriations		
Purchase Orders Payable	<u>(7,476)</u>	Decrease Encumbrance Carryover - Contracts Payable
I. RECREATION FUND		
Fund Balance	<u>(6,752)</u>	Decrease appropriated fund balance
Appropriations		
Purchase Orders Payable	<u>(6,752)</u>	Decrease Encumbrance Carryover - Contracts Payable
J. CMMTY MARITIME PARK MGT SVCS FUND		
Fund Balance	<u>(18,504)</u>	Decrease appropriated fund balance
Appropriations		
Purchase Orders Payable	<u>(18,504)</u>	Decrease Encumbrance Carryover - Contracts Payable

THE CITY OF PENSACOLA
DECEMBER 2018 CONTRACTS PAYABLE
BUDGET RESOLUTION EXPLANATION NO. 18-60

FUND	AMOUNT	DESCRIPTION
K. LOCAL OPTION SALES TAX FUND		
Fund Balance	<u>(176,390)</u>	Decrease appropriated fund balance
Appropriations		
Purchase Orders Payable	<u>(176,390)</u>	Decrease Encumbrance Carryover - Contracts Payable
L. CRA SERIES 2017 PROJECT FUND		
Fund Balance	<u>(39,691)</u>	Decrease appropriated fund balance
Appropriations		
Purchase Orders Payable	<u>(39,691)</u>	Decrease Encumbrance Carryover - Contracts Payable
M. LOST SERIES 2017 PROJECT FUND		
Fund Balance	<u>(1,642,340)</u>	Decrease appropriated fund balance
Appropriations		
Purchase Orders Payable	<u>(1,642,340)</u>	Decrease Encumbrance Carryover - Contracts Payable
N. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>(310,612)</u>	Decrease appropriated fund balance
Appropriations		
Purchase Orders Payable	<u>(310,612)</u>	Decrease Encumbrance Carryover - Contracts Payable
O. GAS UTILITY FUND		
Fund Balance	<u>(251,213)</u>	Decrease appropriated fund balance
Appropriations		
Purchase Orders Payable	<u>(251,213)</u>	Decrease Encumbrance Carryover - Contracts Payable

THE CITY OF PENSACOLA
DECEMBER 2018 CONTRACTS PAYABLE
BUDGET RESOLUTION EXPLANATION NO. 18-60

FUND	AMOUNT	DESCRIPTION
P. SANITATION FUND		
Fund Balance	<u>(725)</u>	Decrease appropriated fund balance
Appropriations		
Purchase Orders Payable	<u>(725)</u>	Decrease Encumbrance Carryover - Contracts Payable
Q. PORT FUND		
Estimated Revenues		
State Grants	(356,638)	Decrease estimated revenues for State Grants
Federal Grants	<u>(3,760)</u>	Decrease estimated revenues for Federal Grants
Total Estimated Revenues	<u>(360,398)</u>	
Fund Balance	<u>(67,091)</u>	Decrease appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>(427,489)</u>	
Appropriations		
Purchase Orders Payable	<u>(427,489)</u>	Decrease Encumbrance Carryover - Contracts Payable
R. AIRPORT FUND		
Fund Balance	<u>(367,999)</u>	Decrease appropriated fund balance
Appropriations		
Purchase Orders Payable	<u>(367,999)</u>	Decrease Encumbrance Carryover - Contracts Payable
S. INSURANCE RETENTION FUND		
Estimated Revenues		
Charges for Service - Risk Management	<u>(19,193)</u>	Decrease estimated revenues for Charges For Services - Risk Management
Total Estimated Revenues	<u>(19,193)</u>	
Appropriations		
Purchase Orders Payable	<u>(19,193)</u>	Decrease Encumbrance Carryover - Contracts Payable

THE CITY OF PENSACOLA
DECEMBER 2018 CONTRACTS PAYABLE
BUDGET RESOLUTION EXPLANATION NO. 18-60

FUND	AMOUNT	DESCRIPTION
T. CENTRAL SERVICES FUND		
Estimated Revenues		
Charges for Services - Technology Resources	<u>(68,271)</u>	Decrease estimated revenues for Charges For Services - Technology Resources
Total Estimated Revenues	<u><u>(68,271)</u></u>	
Appropriations		
Purchase Orders Payable	<u><u>(68,271)</u></u>	Decrease Encumbrance Carryover - Contracts Payable



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-62

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-62 - FY 2019 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 18-62

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

At the November 8, 2018 City Council Meeting, City Council adopted an unencumbered carryover budget resolution. The attached supplemental budget resolution addresses items that were not addressed in the November resolution.

In the November 8, 2018 non-encumbered carryover resolution, estimated unexpended appropriations were carried forward to the new fiscal year. Final carryover amounts have been determined and additional balances remaining for the Eastside TIF Fund, Westside TIF Fund, CRA Series 2017 Project Fund and the Stormwater Capital Projects Fund are being carried forward.

In the Local Option Sales Tax Fund, \$835,000 in appropriations have been shifted to the LOST Series 2017 Project Fund to appropriate remaining bond funds. Additionally, appropriations for Corinne Jones Park in the Local Option Sales Tax Fund were decreased as there were excess funds carried forward in November and within both the Local Option Sales Tax Fund and the LOST Series 2017 Project Fund appropriations for Morris Court were increased, based on final FY 2018 balances. At FYE 2018, there is an available balance of \$246,106 in the LOST IV projects and \$4 was added to the Police Marked Vehicles within the Penny for Progress Series due to rounding issues between the Encumbered and Non-Encumbered carryover resolutions adopted in November 2018.

PRIOR ACTION:

September 19, 2018 - City Council formally adopted a beginning FY 2019 Budget on Budget Resolution No. 18-40.

November 8, 2018 - City Council adopted Supplemental Budget Resolution No. 18-48 covering purchase orders payable.

November 8, 2018 - City Council adopted Supplemental Budget Resolution No. 18-50 covering unencumbered carryovers.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2019.

CITY ATTORNEY REVIEW: Yes

11/26/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
Richard Barker, Jr., Chief Financial Officer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 18-62
- 2) Supplemental Budget Explanation No. 18-62

PRESENTATION: No

**RESOLUTION
NO. 18-62**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2019; 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. COMMUNITY REDEVELOPMENT AGENCY FUND

Fund Balance		137,763
As Reads:	Operating Expenses	5,188,789
Amended		
To Read	Operating Expenses	5,326,552

B. EASTSIDE TIF FUND

Fund Balance		76,904
As Reads:	Operating Expenses	285,159
Amended		
To Read	Operating Expenses	317,063
As Reads:	Interest Expense	15,000
Amended		
To Read	Interest Expense	60,000

C. WESTSIDE TIF FUND

Fund Balance		4,876
As Reads:	Operating Expenses	33,728
Amended		
To Read	Operating Expenses	38,604

D. LOCAL OPTION SALES TAX FUND

To:	LOST IV - Reserved	246,106
As Reads:	Capital Outlay	21,546,975
Amended		
To Read:	Capital Outlay	20,721,661

E. CRA SERIES 2017 PROJECTS FUND

Fund Balance		10,435
As Reads:	Capital Outlay	11,928,967
Amended		
To Read:	Capital Outlay	11,939,402

F. LOST SERIES 2017 PROJECT FUND

Fund Balance		589,125
To:	Interest Income	240,000
As Reads:	Capital Outlay	14,941,548
Amended		
To Read:	Capital Outlay	15,766,710

G. STORMWATER CAPITAL PROJECTS FUND

Fund Balance		96,735
As Reads:	Capital Outlay	5,853,184
Amended		
To Read:	Capital Outlay	5,949,919

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

SECTION 3. This resolution shall become effective 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 2018 - SUPPLEMENTAL BUDGET RESOLUTION - UNENCUMBERED CARRYOVER - NO. 18-62

FUND	AMOUNT	DESCRIPTION
A. COMMUNITY REDEVELOPMENT AGENCY FUND		
Fund Balance	<u>137,763</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>137,763</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>137,763</u>	
B. EASTSIDE TIF FUND		
Fund Balance	<u>76,904</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	31,904	Increase appropriation for Operating Expenses
Interest Expense	<u>45,000</u>	Increase appropriation for Interest Expense
Total Appropriations	<u>76,904</u>	
C. WESTSIDE TIF FUND		
Fund Balance	<u>4,876</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>4,876</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>4,876</u>	
D. LOCAL OPTION SALES TAX		
Fund Balance	<u>(579,208)</u>	Decrease appropriated fund balance
Appropriations		
LOST IV - Police Marked Vehicles	(550,000)	Decrease appropriation for Police Marked Vehicles - LOST IV
LOST IV - Police Unmarked Vehicles	(110,000)	Decrease appropriation for Police Unmarked Vehicles - LOST IV
LOST IV - Public Works Replace 98 Int'l Dump Truck #156-98	(165,000)	Decrease appropriation for Public Works Replace 98 Int'l Dump Truck #156-98 - LOST IV
LOST IV - Corinne Jones Park	(4,281)	Decrease appropriation for Corinne Jones Park - LOST IV
LOST IV - Morris Court	3,963	Increase appropriation for Morris Court - LOST IV
LOST IV - Reserved	246,106	Increase appropriation for Reserved - LOST IV
PFP - Police Marked Vehicles	<u>4</u>	Increase appropriation for Police Marked Vehicles - PFP
Total Appropriations	<u>(579,208)</u>	

THE CITY OF PENSACOLA

DECEMBER 2018 - SUPPLEMENTAL BUDGET RESOLUTION - UNENCUMBERED CARRYOVER - NO. 18-62

FUND	AMOUNT	DESCRIPTION
E. CRA SERIES 2017 PROJECTS FUND		
Fund Balance	<u>10,435</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>10,435</u>	Increase appropriation for Capital Outlay - Affordable Housing Infill
Total Appropriations	<u>10,435</u>	
F. LOST SERIES 2017 PROJECT FUND		
Estimated Revenues		
Interest Income	<u>240,000</u>	Appropriate estimated revenue for Interest Income
Total Revenues	<u>240,000</u>	
Fund Balance	<u>585,162</u>	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>825,162</u>	
Appropriations		
LOST IV - Police Marked Vehicles	550,000	Increase appropriation for Police Marked Vehicles - LOST IV
LOST IV - Police Unmarked Vehicles	110,000	Increase appropriation for Police Unmarked Vehicles - LOST IV
LOST IV - Public Works Replace 98 Int'l Dump Truck #156-98	165,000	Increase appropriation for Public Works Replace 98 Int'l Dump Truck #156-98 - LOST IV
LOST IV - Morris Court	<u>162</u>	Increase appropriation for Morris Court Park - LOST IV
Total Appropriations	<u>825,162</u>	
G. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>96,735</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>96,735</u>	Increase appropriation for Capital Outlay - Stormwater Vaults City-Wide
Total Appropriations	<u>96,735</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-18

City Council

12/13/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 25-18 - ANNEXATION OF PROPERTY - CAMPUS HEIGHTS PHASE II

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 25-18 on second reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: Public

SUMMARY:

Campus Heights was identified in the approved year 2000 Airport Master Plan as a development area for a future business commerce park associated with the Airport. Generally, the Campus Heights area is bounded on the east and south by Airport property, on the north by Langley Avenue, and on the west by Tippin Avenue. It is an area of mixed use, consisting of commercial, light industrial, and residential use.

Currently, one hundred twenty-three parcels have been purchased by the Airport. As parcels are acquired that are contiguous to but not within the City limits, it becomes necessary to annex those parcels via the statutory process for the annexation of property.

In order to comply with the statutory requirements that would not require a referendum, fifty-two (52) parcel which are owned by the Pensacola international Airport, were selected for annexation at this time. No parcels owned by other individuals or businesses are affected by this annexation.

F.S. 171.0413 provides that:

Annexation procedures.-Any municipality may annex contiguous, compact, unincorporated territory in the following manner:

(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory shall be adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.

(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.

Therefore, in accordance with paragraph (6) of F.S. 171.0413, a referendum is not required as there are no registered electors on the parcels in the proposed annexation area. Further, the City of Pensacola/Pensacola International Airport, the owner of more than 50 percent of the land in the proposed annexation area, consents to the annexation.

PRIOR ACTION:

November 10, 2011 - City Council approved the annexation of nine (9) parcels in the Campus Heights area owned by the Pensacola International Airport.

December 1, 2011 - City Council adopted Ordinance No. 31-11 - Annexation of Airport Owned Property on second reading.

May 11, 2017 - City Council conducted the first of two required public hearings regarding the Annexation of Property - Campus Heights

June 8, 2017 - City Council conducted the second of two required public hearings regarding the Annexation of Property - Campus Heights; and approved Proposed Ordinance No. 10-17 on first reading.

July 13, 2017 - City Council adopted Ordinance No. 15-17 - Annexation of Airport Owned Property on second reading.

October 11, 2018 - City Council conducted the first of two required public hearings regarding the Annexation of Property - Campus Heights Phase II.

November 8, 2018 - City Council conducted the second of two required public hearings regarding the

Annexation of Property - Campus Heights Phase II and approved Ordinance No. 25-18 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

The City would receive property taxes and stormwater fee revenues from the subject parcels as well as from any future improvements.

CITY ATTORNEY REVIEW: Yes

9/18/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
Sherry Morris, Planning Services Administrator
Daniel E. Flynn, Airport Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 25-18

PRESENTATION: No

PROPOSED
ORDINANCE NO. 25-18

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola has found that the property described below is contiguous to the City of Pensacola and reasonably compact in nature; and meets the requirements of Section 171.043, Florida Statutes.

WHEREAS, the City Council of the City of Pensacola has determined that the area described below does not have any registered voters and that the owners of more than 50 percent of the parcels of land in such area consent to such area being annexed into the City of Pensacola as provided by Section 171.0413(6), Florida Statutes; and

WHEREAS, the City Council has caused to be prepared a report setting forth the plans to provide urban services to the area described below, which report is in conformance with the requirements of Section 171.042, Florida Statutes and said report has been distributed in accordance with said act; NOW THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the City of Pensacola hereby finds and declares that all requirements of law provided by Chapter 171, Florida Statutes, have been met, for the purpose of integrating and annexing said area into the City of Pensacola, the hereafter described area, and that the City of Pensacola does hereby accept into the City of Pensacola the following described properties which are being integrated and annexed by the City of Pensacola and made a part and portion of the City of Pensacola, lying within and hereby incorporated into the City of Pensacola, to-wit:

DESCRIPTION OF PROPOSED ANNEXATION:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT A DISTANCE OF 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE GO N03°10'03"E ALONG THE EAST RIGHT OF WAY LINE OF TIPPIN AVENUE (RIGHT OF WAY WIDTH VARIES) A DISTANCE OF 1276.01 FEET TO A POINT ON THE SOUTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT, PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO S87°18'36"E ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 238.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL FOR THE POINT OF BEGINNING; THENCE GO S87°18'36"E A DISTANCE OF 61.28 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE GO S55°55'01"E A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE GO S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND ITS EXTENSION A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE GO N03°05'12"E A DISTANCE OF 65.74 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF BLOCK 5, COLLEGE HEIGHTS, AS RECORDED IN PLAT BOOK 5 AT PAGE 9 OF SAID COUNTY; THENCE N86°53'48"W ALONG THE SOUTH LINE OF SAID BLOCK 5 A DISTANCE OF 130.24 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE DEPARTING SAID SOUTH LINE, GO NORTHEASTERLY ALONG THE WEST LINE OF BLOCK 5, SAID WEST LINE BEING A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 700.00 FEET, A DELTA ANGLE OF 26°32'42", A CHORD BEARING OF N16°25'12"E, AND A CHORD DISTANCE OF 321.41 FEET, FOR AN ARC DISTANCE OF 324.31 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 5 OF SAID COLLEGE HEIGHTS; THENCE GO N29°31'35"E A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 7 OF SAID COLLEGE HEIGHTS; THENCE GO N60°28'25"W A DISTANCE OF 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO NORTHWESTERLY ALONG THE SOUTH LINE OF BLOCK 2, SAID SOUTH LINE BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 373.00 FEET, A DELTA ANGLE OF 23°17'52", A CHORD BEARING OF N72°07'21"W, AND A CHORD DISTANCE OF 150.63', FOR AN ARC DISTANCE OF 151.67 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE, GO N03°19'10"E A DISTANCE OF 127.17 FEET TO THE SOUTHEAST CORNER OF LOT 12 IN SAID BLOCK 2; THENCE GO N86°52'44"W ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 75.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE DEPARTING SAID SOUTH LINE, GO N03°18'20"E ALONG THE WEST LINE OF

SAID LOT 12 AND ITS EXTENSION A DISTANCE OF 192.64 FEET TO THE SOUTHEAST CORNER OF LOT 18 IN BLOCK 1 OF SAID COLLEGE HEIGHTS; THENCE GO N87°04'35"W ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 75.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID SOUTH LINE, GO N03°17'53"E ALONG THE WEST LINE OF SAID LOT 18 A DISTANCE OF 126.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE DEPARTING SAID WEST LINE, GO N87°00'35"W ALONG THE NORTH LINE OF LOT 19 IN SAID BLOCK 1 AND ITS EXTENSION A DISTANCE OF 750.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.05 FEET TO A POINT; THENCE GO SOUTH 42°56'03"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 9.26 FEET TO A POINT ON THE SOUTH LINE OF LOT 28 IN SAID BLOCK 1; THENCE GO S87°00'15"E ALONG THE SOUTH LINE OF SAID BLOCK 1 A DISTANCE OF 143.94 FEET TO A THE SOUTHEAST CORNER OF LOT 27 IN SAID BLOCK 1; THENCE DEPARTING SAID SOUTH LINE OF BLOCK 1, GO S03°19'58"W A DISTANCE OF 66.36 FEET TO THE NORTHEAST CORNER OF LOT 2 IN BLOCK 2 OF SAID COLLEGE HEIGHTS; THENCE GO N87°02'07"W ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 75.12 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE DEPARTING SAID NORTH LINE, GO S03°13'09"W ALONG THE WEST LINE OF LOTS 2 AND 27 IN SAID BLOCK 2 TO A DISTANCE OF 253.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27; THENCE GO N86°50'42"W ALONG THE SOUTH LINE OF SAID BLOCK 2 A DISTANCE OF 86.96 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID TIPPIN AVENUE; THENCE GO S03°15'02"W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 386.53 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 374 AT PAGE 57 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, GO S87°07'22"E ALONG THE THE NORTH LINE OF SAID PARCEL A DISTANCE OF 238.49 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE DEPARTING SAID NORTH LINE, GO S03°35'24"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 80.16 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PROPERTY LIES IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 19.345 ACRES.

A map depicting the area to be annexed is attached hereto as Exhibit A.

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.

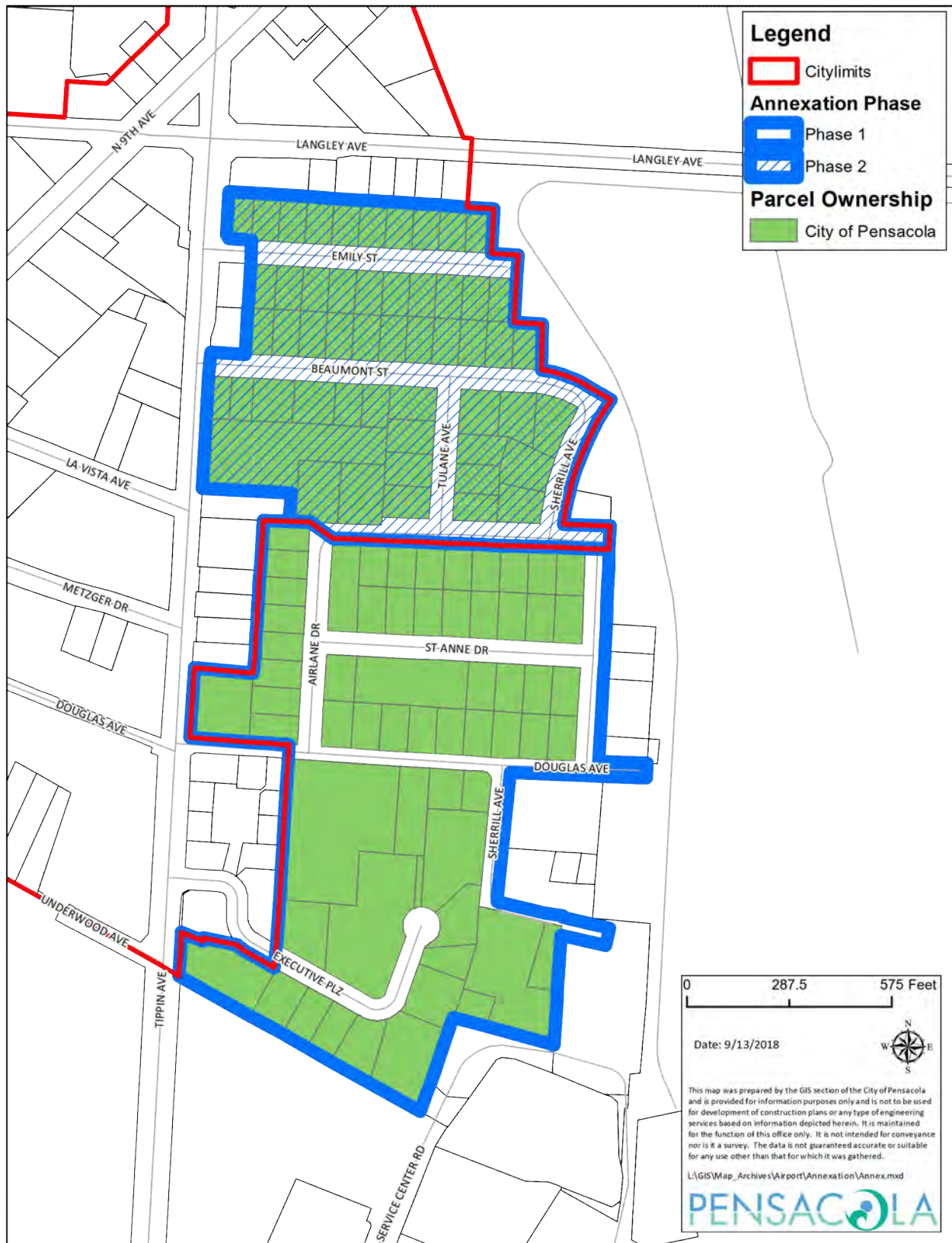
SECTION 4. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00461

City Council

12/13/2018

ADD-ON LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

IMPROVING PUBLIC TRUST IN GOVERNMENT THROUGH TRANSPARENCY AND PUBLIC PARTICIPATION

RECOMMENDATION:

That City Council mandate its boards and commissions to solicit public input and participation in meetings before board action is taken.

HEARING REQUIRED: No Hearing Required

SUMMARY:

I stand for a government that is participatory and transparent. I stand for building and ensuring public trust in government through increasing and improving opportunities for public participation in government. I support public engagement to the greatest extent possible consistent with the principles and goals of transparency and good government. I champion empowering citizens to bring the benefit of diverse perspectives and knowledge to the government decision making arena. It is my firm belief that public input enhances government's effectiveness and improves the quality of its decisions.

The public should have a say in decisions about actions that could potentially affect their lives. The role of our boards is not to rubber stamp projects and sing an applicant's praises. Likewise, it is not enough for our boards to simply "check the box" by having active observers in the room. True public engagement requires meaningful engagement. I assert that meaningful public engagement is only possible through a practice that affords the public an opportunity to provide input **before** a decision is made.

One of my central missions as Mayor is to work together with City Council to ensure that our boards and commissions are leaders in good government and allow for inclusive public participation. I support establishing a mandate for our boards and commissions to follow which

vigorously and unfailingly guarantees public input at every meeting and before an action or decision is made by such board or commission. It is my recommendation that City Council require its boards and commissions to actively solicit public input and ensure meaningful participation in meetings before board action is taken. I ask that City Council communicate the following expectations of conduct to the boards and commissions it regulates:

No action or decision in a public meeting shall be taken prior to the chair of a board or commission calling on the public to come forward and provide public input, as desired by the public.

Specifically, it shall be the absolute duty of the chair of a board or commission, **before** calling for an action or decision, to: 1) **clearly and audibly** request public input; and 2) provide those members of the public desiring to provide input the opportunity to do so.

A citizen alleging that members of the public were not given a reasonable opportunity to be heard before a board or commission may bring their concerns to the applicable board or commission, the Mayor and City Council.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

CITY ATTORNEY REVIEW: Yes

12/7/2018

STAFF CONTACT:

Christopher L. Holley, City Administrator
Lysia H. Bowling, City Attorney

ATTACHMENTS:

1) None.

PRESENTATION: No