



City of Pensacola

Agenda Conference

Agenda

Monday, November 7, 2022, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

Members of the public may attend the meeting in person. City Council encourages those not fully vaccinated to wear face coverings that cover their nose and mouth.

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

ROLL CALL

PRESENTATION ITEMS

- 1.** [22-01079](#) PRESENTATION FROM BETH SILVERMAN WITH LOTUS CAMPAIGN, INC

Recommendation: That City Council receive a presentation from Beth Silverman with Lotus Campaign, Inc. regarding the Landlord Participation Program Pilot Project with the City of Pensacola.

Sponsors: Ann Hill
- 2.** [22-01071](#) PRESENTATION - PORT OF PENSACOLA "PROJECT PICKLE" BRIEFING

Recommendation: That City Council receive an informational presentation on Port of Pensacola lease prospect "Project Pickle" in advance of an anticipated lease-related action item to come forward in December or January.

Sponsors: Grover C. Robinson, IV
- 3.** [22-01080](#) PRESENTATION FROM HAYNE HAIGLER REGARDING ROGER SCOTT TENNIS CENTER

Recommendation: That City Council receive a presentation from Hayne Haigler regarding the Roger Scott Tennis Center.

Sponsors: Jared Moore

4. [22-01098](#) PRESENTATION FROM ANDREW ROTHFEDER PROVIDING AN UPDATE ON THE INSPIRED COMMUNITIES OF FLORIDA, LLC LEASE OF PARCELS 4 & 5 OF COMMUNITY MARITIME PARK
- Recommendation:* That City Council receive a presentation from Andrew Rothfeder providing an update on the Inspired Communities of Florida, LLC Lease of Parcels 4 & 5 of Community Maritime Park.
- Sponsors:* Grover C. Robinson, IV

REVIEW OF CONSENT AGENDA ITEMS

5. [22-01065](#) APPOINTMENT - AREA HOUSING COMMISSION
- Recommendation:* That City Council appoint a city resident or property owner to the Area Housing Commission to fill an unexpired term ending October 31, 2024.
- Sponsors:* Ann Hill
- Attachments:* [Member List - Council Appointees](#)
[Nomination Forms - Jewel Cannada-Wynn](#)
[Application of Interest - Jewel Cannada-Wynn](#)
[Bio - Jewel Cannada-Wynn](#)
[Ballot](#)
6. [22-01049](#) AWARD OF BID NO. 22-055 MARKETPLACE GREENWAY LANDSCAPE & IRRIGATION PLAN
- Recommendation:* That City Council award the contract for Bid No. 22-055 Marketplace Greenway Landscape and Irrigation Plan to East Bay Landscaping & Irrigation, Inc. of Milton, Florida, the lowest and most responsible bidder, for a base price of \$120,986.36 plus a 10% contingency amount of \$12,098.64 for the total contract value of \$133,085.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Bid Tabulation Bid No. 22-055](#)
[Final Vendor Reference List Bid No. 22-055](#)
[Notice of Intent to Award Bid No. 22-055](#)

- 7. [22-01074](#) SECOND LAND USE AND COMMUNITY GARDEN OPERATING AGREEMENT BY AND BETWEEN THE CITY OF PENSACOLA AND THE HIVE FOUNDATION, INC.

Recommendation: That City Council approve the Operating Agreement between The Hive Foundation, Inc., and the City of Pensacola for the purpose of allowing the operator to develop and maintain a community garden. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Operating Agreement with the Mayor’s Executive Powers as granted in the City Charter.

Sponsors: Grover C. Robinson, IV

Attachments: [Second Land Use and Community Garden Operating Agreement](#)
- 8. [22-01077](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1

Recommendation: That City Council approve funding of \$1,000 for The Watson Family Foundation Thanksgiving Food Give Away, \$2,000 for Manna Food Pantries, \$1,000 for Ecomfort, Inc. at the Epps Christian Center, \$1,000 for the H.Y.P.E. Annual Turkey Drive and \$1,000 for the Humane Society from the City Council Discretionary Funds for District 1.

Sponsors: Jennifer Brahier
- 9. [22-01100](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER SHERRI MYERS - DISTRICT 2

Recommendation: That City Council approve funding of \$1,000 to Everett Animal Welfare Group from the City Council Discretionary Funds for District 2.

Sponsors: Sherri Myers

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

- 10. [22-01027](#) PUBLIC HEARING -ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - COASTAL MANAGEMENT ELEMENT.

Recommendation: That City Council conduct the second of two required public hearings on November 10, 2022 to adopt the proposed amendment to the City’s Comprehensive Plan specific to the Coastal Management Element.

Sponsors: Grover C. Robinson, IV

Attachments: [DEO Letter - September 27, 2022](#)
[Proposed Ordinance No. 29-22](#)
[Planning Board April 12, 2022](#)

11. [29-22](#) PROPOSED ORDINANCE NO. 29-22 - ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - COASTAL MANAGEMENT ELEMENT
- Recommendation:* That City Council adopt Proposed Ordinance No. 29-22 on second reading.
- AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, COASTAL MANAGEMENT ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 29-22](#)
[DEO Letter - September 27, 2022.pdf](#)
[Planning Board Minutes April 12 2022 - DRAFT](#)
12. [22-01028](#) PUBLIC HEARING - ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - PROPERTY RIGHTS ELEMENT.
- Recommendation:* That City Council conduct the second of two required public hearings on November 10, 2022, to adopt the proposed amendment to the City's Comprehensive Plan specific to the Property Rights Element.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [DEO Letter - September 27, 2022](#)
[Proposed Ordinance No. 27-22](#)
[Planning Board Minutes November 9, 2022](#)
13. [27-22](#) PROPOSED ORDINANCE NO. 27-22 - ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - PROPERTY RIGHTS ELEMENT
- Recommendation:* That City Council adopt Proposed Ordinance No. 27-22 on second reading.
- AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, PROPERTY RIGHTS ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 27-22](#)
[DEO Letter - September 27, 2022.pdf](#)
[Planning Board Minutes November 9, 2021](#)

14. [22-01063](#) APPROVAL TO REALLOCATE LOST IV FUNDING FOR THE PURCHASE OF GAME TIME PLAYGROUND EQUIPMENT

Recommendation: That City Council authorize the reallocation of LOST IV funding for the purchase of playground equipment from the following parks: Belvedere Park, Fairchild Park, Granada Subdivision Park, and Pintado Park in the amount of \$169,881.35 to the following parks: East Gate Park, Lions Park, and Lamanca Square.

Sponsors: Grover C. Robinson, IV

15. [2022-100](#) RESOLUTION NO. 2022-100 AMENDMENT TO THE PARKS AND RECREATION FEE SCHEDULES FOR FISCAL YEAR 2023.

Recommendation: That City Council adopt Resolution No. 2022-100.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING AND MAKING REVISION TO THE FY23 BUDGET FEE SCHEDULES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Recreation Resource Centers Fee Schedule](#)
[Resolution No. 2022-100 P&R Fee Schedule Modification](#)

16. [2022-102](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-102 - FINAL AMENDMENT TO THE FISCAL YEAR 2022 BUDGET

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2022-102

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

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2022-102](#)
[Supplemental Budget Explanation No. 2022-102](#)

17. [22-01003](#) FY 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: LOCAL SOLICITATION

Recommendation: The City Council approve and authorize the Mayor to execute the acceptance of the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation, between the City of Pensacola and the U.S. Department of Justice, Office of Justice Programs in the amount of \$29,778.00 upon award of grant. Further, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Grover C. Robinson, IV

- Attachments:** [Grant Application No. 13689577](#)
[Grant Award 15PBAJA-22-GG-02492-JAGX](#)
[Proposal Narrative O-BJA-2022-171368](#)
[Budget Narrative O-BJA-2022-171368](#)
[Award Letter](#)
[Supplemental Budget Resolution No. 2022-101](#)
[Supplemental Budget Explanation No. 2022-101](#)

18. [2022-101](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-101 - FY22 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: LOCAL SOLICITATION

Recommendation: That City Council Adopt Supplemental Budget Resolution No. 2022-101.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING 2023; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

- Attachments:** [Supplemental Budget Resolution No. 2022-101](#)
[Supplemental Budget Explanation No. 2022-101](#)

19. [22-01009](#) APPROVAL OF FY2022 BULLETPROOF VEST PROGRAM PARTNERSHIP WITH PATRICK LEAHY BULLETPROOF VEST FOUNDATION

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the Bulletproof Vest Program grant award with Patrick Leahy Bulletproof Vest Foundation in the amount of \$19,742.80. Further that City Council authorize the Mayor to take all actions necessary to finalize the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [Application for FY 2022 Bulletproof Vest Program Grant](#)
[Award Letter FY 2022 Patrick Leahy Bulletproof Vest Partnership](#)
[Supplemental Budget Resolution No. 2022-103](#)
[Supplemental Budget Explanation No. 2022-103](#)

20. [2022-103](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-103 - FY2022 BULLETPROOF VEST PROGRAM PARTNERSHIP WITH PATRICK LEAHY BULLETPROOF VEST FOUNDATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2022-103.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2022-103](#)
[Supplemental Budget Explanation No. 2022-103](#)
[Letter of Certification](#)

21. [22-01038](#) AUTHORIZATION TO ACCEPT FUNDING PROVIDED THROUGH THE JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF PENSACOLA, FLORIDA FOR CONSTRUCTION OF A WELCOME SIGN AND FEATURE BETWEEN BAYFRONT PARKWAY AND GREGORY STREET.

Recommendation: That City Council accept Florida Department of Transportation JPA 409334-1-58-02 for Pensacola Welcome Sign in the amount of \$370,000.00. Further, that City Council authorize the Mayor to take the actions necessary to continue to administer this agreement, consistent with the terms of the and the Mayor’s Executive Powers as granted in the City Charter and Resolution No. 18-55. Also, that City Council adopt a supplemental budget resolution appropriating the funds.

Sponsors: Grover C. Robinson, IV

Attachments: [JPA 409334-1-58-02 and Amended Agreement 4093341](#)
[Supplemental Budget Resolution No. 2022-108](#)
[Supplemental Budget Explanation No. 2022-108](#)

22. [2022-108](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-108 - USE OF FUNDING PROVIDED THROUGH THE JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF PENSACOLA, FLORIDA FOR CONSTRUCTION OF A WELCOME SIGN AND FEATURE BETWEEN BAYFRONT PARKWAY AND GREGORY STREET.

Recommendation: That the City Council adopt Supplemental Budget Resolution No. 2022-108:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2022-108](#)
[Supplemental Budget Explanation No. 2022-108](#)
[Amended Agreement and JPA \(includes Resolution No: 18-55 and C](#)

23. [22-01092](#) CITY OF PENSACOLA WATERSHED MANAGEMENT PLAN - FLORIDA DIVISION OF EMERGENCY MANAGEMENT GRANT NO. 433-4-7-PI

Recommendation: That City Council accept Florida Division of Emergency Management (FDEM) Grant No. 433-4-7-PI for Pensacola Watershed Management Plan in the amount of \$247,256.25 with an \$82,418.75 local match for a total grant value of \$329,675.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor’s Executive Powers as granted in the City Charter. Further, that City Council adopt a supplemental budget resolution to appropriate the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [Granicus FILE ID No. 22-00765- Legislative Details \(With Text\)](#)
 [Granicus FILE ID No. 19-00315-Legislation Details \(With Text\)](#)
 [FDEM WMP Grant No. 4337-4-PI - City of Pensacola](#)
 [Supplemental Budget Resolution No. 2022-113](#)
 [Supplemental Budget Explanation No. 2022-113](#)

24. [2022-113](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-113 - CITY OF PENSACOLA WATERSHED MANAGEMENT PLAN - FLORIDA DIVISION OF EMERGENCY MANAGEMENT GRANT NO. 433-4-7-PI

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2022-113:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Granicus FILE ID No. 22-00765- Legislative Details \(With Text\)](#)
 [Granicus FILE ID No. 19-00315-Legislation Details \(With Text\)](#)
 [FDEM WMP Grant No. 4337-4-PI - City of Pensacola](#)
 [Supplemental Budget Resolution No. 2022-113](#)
 [Supplemental Budget Explanation No. 2022-113](#)

- 25. [22-01039](#) PORT OF PENSACOLA - DEPARTMENT OF HOMELAND SECURITY (DHS) GRANT NO. EMW-2022-PU-00048 - PORT SECURITY GRANT PROGRAM FY 2022

Recommendation: That City Council authorize the Mayor to accept Department of Homeland Security (DHS) Grant No. EMW-2022-PU-00048 in the total amount of \$555,000 comprised of \$416,250 in DHS funds and \$138,750 in Department of Innovation & Technology match. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor’s Executive Powers as granted in the City Charter. Finally, that City Council approve the supplemental budget resolution appropriating the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [Award Letter](#)
[Department of Invitation & Technology Investment Justification](#)
[Supplemental Budget Resolution No. 2022-109](#)
[Supplemental Budget Explanation No. 2022-109](#)

- 26. [2022-109](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-109 - DEPARTMENT OF HOMELAND SECURITY (DHS) GRANT NO. EMW-2022-PU-00048 - PORT SECURITY GRANT PROGRAM FY 2022

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2022-109

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING AND EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2022-109](#)
[Supplemental Budget Explanation No. 2022-109](#)

CONSIDERATION OF ANY ADD-ON ITEMS

FOR DISCUSSION

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

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 #: 22-01079

City Council

11/10/2022

PRESENTATION ITEM

FROM: City Council President Ann Hill

SUBJECT:

PRESENTATION FROM BETH SILVERMAN WITH LOTUS CAMPAIGN, INC

REQUEST:

That City Council receive a presentation from Beth Silverman with Lotus Campaign, Inc. regarding the Landlord Participation Program Pilot Project with the City of Pensacola.

SUMMARY:

In December 2021, City Council authorized the Mayor to enter into an Agreement with Lotus Campaign, Inc., a non-profit corporation with a mission to increase the availability of housing for people experiencing homelessness by engaging the for-profit housing sector as a partner, to implement a pilot program in the community. Lotus Campaign, Inc. has completed the Phase I due diligence portion of the agreement and is presenting their findings, key take aways, and strategic recommendations.

Lotus Campaign, Inc. proposed to execute a pilot program to address housing needs for homeless households in the community modeled after their successful Landlord Participation Program implemented in Charlotte, North Carolina. The Program is comprised of partnering with a high-capacity social service organization to provide supportive services to homeless households in conjunction with encouraging market-rate, for-profit multi-family property owners and/or managers to lease to homeless households through an incentive based program.

PRIOR ACTION:

December 16, 2021 - Miscellaneous Appropriations Agreement between City of Pensacola and Lotus Campaign, Inc. (LOTUS)

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None.

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01071

City Council

11/10/2022

PRESENTATION ITEM

FROM: Grover C. Robinson, IV, Mayor

SUBJECT:

PRESENTATION - PORT OF PENSACOLA "PROJECT PICKLE" BRIEFING

REQUEST:

That City Council receive an informational presentation on Port of Pensacola lease prospect "Project Pickle" in advance of an anticipated lease-related action item to come forward in December or January.

SUMMARY:

Staff has been in discussion with principals of "Project Pickle" for more than a year with the goal of, ultimately, negotiating a lease for an underutilized existing Port warehouse. Staff and the prospect are very close to agreement on terms for a lease and anticipate bringing a proposed lease forward for Council action in December or January. The project is consistent with the 2019 Port Vision Plan and the 2022 Port Vision Plan Update, and both Mayor Robinson and Mayor-elect Reeves support the project. In advance of bringing forward a Council action item, both Mayors, as well as staff and the prospect, felt it would be beneficial to provide Council with an informational overview about the project with the understanding that no action by Council is requested or expected at this time.

PRIOR ACTION:

None

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
M. Clark Merritt, Port Director

ATTACHMENTS:

None.

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01080

City Council

11/10/2022

PRESENTATION ITEM

FROM: City Council Member Jared Moore

SUBJECT:

PRESENTATION FROM HAYNE HAIGLER REGARDING ROGER SCOTT TENNIS CENTER

REQUEST:

That City Council receive a presentation from Hayne Haigler regarding the Roger Scott Tennis Center.

SUMMARY:

This presentation gives City Council some data regarding the Roger Scott Tennis Courts projects.

Mr. Haigler presents data comparing the proposed City project to the UWF Tennis Courts.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None.

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01098

City Council

11/10/2022

PRESENTATION ITEM

FROM: Grover C. Robinson, IV, Mayor

SUBJECT:

PRESENTATION FROM ANDREW ROTHFEDER PROVIDING AN UPDATE ON THE INSPIRED COMMUNITIES OF FLORIDA, LLC LEASE OF PARCELS 4 & 5 OF COMMUNITY MARITIME PARK

REQUEST:

That City Council receive a presentation from Andrew Rothfeder providing an update on the Inspired Communities of Florida, LLC Lease of Parcels 4 & 5 of Community Maritime Park.

SUMMARY:

In February of 2022, City Council approved the option agreement between the City of Pensacola and Inspired Communities of Florida LLC. for the exclusive right to develop Parcels 4 and 5 of the Vince J. Whibbs Jr. Community Maritime Park, until August 31, 2023 as well as allow for one 6-month extension at the Optionee's discretion.

City representatives are currently in negotiations with Inspired Communities regarding the lease of Parcels 4 & 5. This presentation provides an update on this process from Andrew Rothfeder.

PRIOR ACTION:

October 1, 2018 - City enters into an Option Agreement with Studer Properties for all vacant lots in Community Maritime Park.

March 26, 2020 - City authorizes an Addendum to the Option Agreement with Studer Properties, extending the term through March 31, 2021.

April 22, 2021 - City Council approved the publication of the public notice for disposition of Lots 4 and 5 at the Community Maritime Park for redevelopment.

July 12, 2021 - City Council approved the scheduling of a special meeting regarding the redevelopment submitting groups and ranking

July 28, 2021 - City Council ranked the submittals for Parcels 4 and 5 and set in place a mechanism for movement to the next in line if negotiations fail.

October 14, 2021 - City Council rejected an MOU from Carson Lovell, seemingly then moving to the next in line, Inspired Communities.

February 10, 2022 - A presentation was given regarding a Term Sheet for the development of Lots 4 and 5 at the Community Maritime Park.

February 10, 2022 - City Council approved approve in concept the term sheet between the City of Pensacola and Inspired Communities of Florida, LLC to be used by staff to negotiate a final lease that will be returned to City Council for their approval.

February 10, 2022 - City Council approved the option agreement between the City of Pensacola and Inspired Communities of Florida LLC. for the exclusive right to develop Parcels 4 and 5 of the Vince J. Whibbs Jr. Community Maritime Park, until August 31, 2023 as well as allow for one 6-month extension at the Optionee's discretion.

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
David Forte, Deputy City Administrator

ATTACHMENTS:

None.

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01065

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

APPOINTMENT - AREA HOUSING COMMISSION

RECOMMENDATION:

That City Council appoint a city resident or property owner to the Area Housing Commission to fill an unexpired term ending October 31, 2024.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The following has been nominated:

Nominee: **Nominated by:**

Jewel Cannada-Wynn Hill, Wiggins

PRIOR ACTION:

City Council makes appointments to this commission every four years.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List - Council Appointees
- 2) Nomination Forms - Jewel Cannada-Wynn
- 3) Application of Interest - Jewel Cannada-Wynn
- 4) Bio - Jewel Cannada-Wynn
- 5) Ballot

PRESENTATION: No

Area Housing Commission

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Black, Taran		Council	0	2022	10/31/2024	7/16/2020	4	
Krupa, Kimberly	Ex Dir. Achieve Escambia	Council	0	2022	10/31/2024	6/17/2021	4	

Term Length: FOUR YEAR TERMS

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Ann Hill, do nominate Jewel Cannada-Wynn
(Nominee)

(Home Address) (Phone)

(Business Address) (Phone)

(Email Address) City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER
AREA HOUSING COMMISSION
(Unexpired term ending 10/31/2024)**

Provide a brief description of nominee's qualifications:

Jewel Cannada-Wynn served on City Council from 2005-2020.
She has long been an advocate for affordable housing
and this appointment will allow her to support
affordable housing opportunities for all citizens.

Ann Hill
City Council Member

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

Ericka L. Burnett
Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Delarian Wiggins, do nominate Jewel Cannada-Wynn
(Nominee)

605 W. Blount Street
(Home Address)

850-346-7264
(Phone)

(Business Address)

(Phone)

(Email Address)

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

for appointment by the City Council for the position of:

**MEMBER
AREA HOUSING COMMISSION
(Unexpired term ending 10/31/2024)**

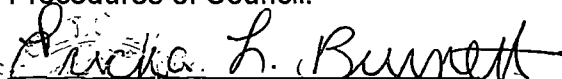
Provide a brief description of nominee's qualifications:

Please see attached.



City Council Member

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



Ericka L. Burnett, City Clerk

From: noreply@civicplus.com
Sent: Monday, October 24, 2022 7:52 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name Jewel Cannada-Wynn

Home Address 605 West Blount St.

Business Address none

To which address do you prefer we send correspondence regarding this application? *Field not completed.*

Preferred Contact Phone Number(s) 850 346 7264

Email Address jacwynn60@yahoo.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	7
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Area Housing Commission
Please list the reasons for your interest in this position:	I am interested in providing my knowledge and skills to improve and maintain affordable housing as well as low-income housing opportunities
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	African-American
Physically Disabled	No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

Jewel Cannada-Wynn served with distinction on the Pensacola City Council, representing District 6 from January 10, 2005, to January 10, 2011, and District 7 from November 27, 2012, through November 24, 2020. While representing District 6, Jewel served as Deputy Mayor, Chairman and Member of the Finance Committee, Chairman and Member of the Community Redevelopment Agency, a Member of the Neighborhood Services, Economic and Community Development Committees, and the Committee of the Whole.

Following the change of government for the City of Pensacola to a mayor-council form, Jewel served as Vice President of the City Council and was Chairperson of the Community Redevelopment Agency (CRA) for two years. On November 26, 2019, Jewel was elected to serve as City Council President. Jewel had served once previously as City Council President.

Jewel represented the City Council on the Community Drug and Alcohol Commission, the Arts Council of Northwest Florida, the Juvenile Justice Council, the Community Enterprise Investments, Inc. Board, the Westside Redevelopment Board, and the Florida-Alabama TPO; she also served as an ex officio member of the Escambia-Pensacola Human Relations Commission.

As a long-term member of the City Council, Jewel was an integral part of several significant projects that promoted economic development, minority and small business development, revitalization, and redevelopment of the inner-city. She was an advocate for affordable housing, historical preservation, and neighborhood improvements.

Jewel was an employee of the Escambia County School System for over 27 years and is a National Board-Certified Teacher. Jewel retired from Escambia High School where she served for 15 years.

Ballot – Area Housing Commission

November 10, 2022

Unexpired term ending October 31, 2024

Member

_____ Jewel Cannada-Wynn

Vote for One

Signed: _____
Council Member



Memorandum

File #: 22-01049

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF BID NO. 22-055 MARKETPLACE GREENWAY LANDSCAPE & IRRIGATION PLAN

RECOMMENDATION:

That City Council award the contract for Bid No. 22-055 Marketplace Greenway Landscape and Irrigation Plan to East Bay Landscaping & Irrigation, Inc. of Milton, Florida, the lowest and most responsible bidder, for a base price of \$120,986.36 plus a 10% contingency amount of \$12,098.64 for the total contract value of \$133,085.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of the project is to provide landscaping and irrigation to enhance the newly constructed sidewalk along the Marketplace Pond. This landscaping will improve and enhance the aesthetics within the Marketplace Drive right of way which is adjacent to one of the City's largest stormwater facilities. This project will also serve to attract pollinators and provide habitat for various species of insects and animals alike. The specific limits of the project are along the eastern Marketplace Road right of way from North 12th Ave and terminating at northwest corner of the Marketplace Pond.

PRIOR ACTION:

None.

FUNDING:

Budget:	\$10,585.00	General Fund - Marketplace Greenway
	<u>\$130,00.00</u>	<u>General Fund - Tree Trust Fund</u>
	\$140,585.00	
Actual:	\$120,986.36	Construction Cost- Base Bid
	\$ 12,098.64	Required 10% Contingency
	<u>\$ 7,500.00</u>	<u>Engineering Management/Inspections (Estimate)</u>

\$ 140,585.00 Total

FINANCIAL IMPACT:

The total budget for this project is \$230,000.00. To date, expenditures from the above identified \$100,000 pot of Marketplace Greenway funds include \$38,950.30 for replacement of the fencing along the frontage of the Marketplace Pond, \$1,979.20 for the purchase of concrete used in the installation of the new sidewalk in the Marketplace Drive right of way, and \$4,750.00 for landscape architecture fees. Therefore, this leaves \$45,621.00 in the above identified Marketplace Greenway funds. The \$140,585.00 needed to fund this project will come from the \$130,000 available in the Tree Trust fund as well as \$10,585.00 from the excess funds available in the Marketplace Greenway funds. This will result in an unencumbered amount of \$34,736.00 in the Marketplace Greenway fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/26/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator- Community Development
Amy Tootle, PE - Director of Public Works & Facilities
Brad Hinote, PE - City Engineer

ATTACHMENTS:

- 1) Bid Tabulation Bid No. 22-055
- 2) Final Vendor Reference List Bid No. 22-055
- 3) Notice of Intent to Award Bid No. 22-055

PRESENTATION: No

TABULATION OF BIDS

BID NO: 22-055

TITLE: MARKET PLACE GREENWAY LANDSCAPE & IRRIGATION PLAN

Submittals Due:

10/12/22, 2:30 P.M.

Department:

Engineering

EAST BAY

LANDSCAPING &

IRRIGATION, INC.

Milton, FL

Base Bid

\$120,986.36

**FINAL VENDOR REFERENCE LIST
MARKET PLACE GREENWAY LANDSCAPE & IRRIGATION PLAN
ENGINEERING**

Vendor Name	Address	City	St	Zip Code	SMWBE
067544 AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
068495 ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
047913 ARNOLD CONTRACTING LLC	3360 PINE FOREST RD	CANTONMENT	FL	32533	
048047 ARTMAN PAUL D. DBA ARTMAN'S LANDSCAPING LLC	1041 E MAXWELL ST	PENSACOLA	FL	32503	
075492 ASL LAWN & CARE SERVICES LLC	190 GREENRIDGE DRIVE	PENSACOLA	FL	32534	
061781 AZTECH SERVICES INC DBA ASI SERVICES	3395 FAIRMONT STREET	PENSACOLA	FL	32505	Y
051095 BAIRD, JACQUELINE SUZANNE DBA SOUTHERN BOTANICALS	1111 EAST HERNANDEZ STREET	PENSACOLA	FL	32503	
065014 BIG ORANGE ENT LLC DBA ESCAPE LANDSCAPING AND LAWN CARE	704 THORNWOOD PLACE	PENSACOLA	FL	32514	Y
070527 BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
074458 BLUE SKY LANDSCAPES LLC	6847 N 9TH AVE SUITE A #342	PENSACOLA	FL	32504	Y
067318 BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
065158 BOSS LADY CONCREATE CO LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
051397 CARIBBEAN LANDSCAPING	3704 NAVY BOULEVARD	PENSACOLA	FL	32507	
074690 COMPLETE GROUNDS MAINTENANCE	2172 W NINE MILE RD #117	PENSACOLA	FL	32534	
084217 CROOM, NEAL DBA TRISERVICES	2849 CARRINGTON LAKE BLVD	CANTONMENT	FL	32533	
059555 EAGER BEAVER PROFESSIONAL TREE CARE LLC	2170 LONGLEAF DR	PENSACOLA	FL	32505	Y
069659 EAST BAY LNDSCAPG & IRRGTN INC DBA PINELANDS NURSERY CO	8365 HIGHWAY 90	MILTON	FL	32583	Y
063108 ECONOMY LANDSCAPING INC	PO BOX 10509	PENSACOLA	FL	32524	
065624 ELITE LAWNSCAPES	7487 OAK LANE	PENSACOLA	FL	32526	
062947 EMERALD COAST GRASS COMPANY	8917 BURNING TREE ROAD	PENSACOLA	FL	32514	
003282 EXECUTIVE LANDSCAPING INC	P O BOX 11487	PENSACOLA	FL	32524	
049143 FIS OUTDOORS	2810 COPTER ROAD	PENSACOLA	FL	32514	
067563 FOUR C'S LANDSCAPING SVCS INC DBA ALTMAN LANDSCAPING	410 DOLPHIN STREET	GULF BREEZE	FL	32561	
026862 FOXWORTH IRRIGATION INC DBA FOXWORTH & MOORE IRRIGATION	P O BOX 2291	PENSACOLA	FL	32513	Y
074355 GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
050481 GARVEY, PATRICK F JR. DBA GARVEY IRRIGATION INC	1395 BRICKTON RD	MOLINO	FL	32577	Y
062339 GQS ENTERPRISE LLC	833 HORSEMEN'S PATH	CANTONMENT	FL	32533	Y
074076 GRAY SERVICE PAVERS CO INC	8121 LILLIAN HWY LOT 90	PENSACOLA	FL	32506	
047139 GREEN PROCEDURES INC	2629 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
034436 GULF COAST ENVIRONMENTAL CONTRACTORS INC	1765 E NINE MILE RD ST 1, #110	PENSACOLA	FL	32514	Y
074827 GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
055803 GULF WINDS CONSTRUCTION	345 BROOKS STREET SE	FORT WALTON BCH	FL	32548	
072697 HARRIS, TORRENCE T DBA HARRIS LAWN SERVICE LLC	5608 BAUER ROAD	PENSACOLA	FL	32507	Y
048956 HERBERTS HOME & BUSINESS MAINTENANCE LLC	1713 LEPLEY ROAD	PENSACOLA	FL	32534	Y
073090 IGUS, CHARLES DBA IGUS LAWNS	6438 KENNINGTON CIRCLE	MILTON	FL	32570	Y
026600 IRRIGATION ENG INC	920 E LLOYD ST	PENSACOLA	FL	32503	
067491 JACKSON, EDDIE L DBA FAMILY LANDSCAPING	P O BOX 3670	PENSACOLA	FL	32516	Y
007077 KEN GRIFFIN LANDSCAPE CONTRACTORS INC	3004 WESTFIELD ROAD	GULF BREEZE	FL	32563	Y
078158 KINGS HUB LLC	2364 RYALE ROAD	CANTONMENT	FL	32533	

Submittal Due Date: 10/12/22

Bid No.: 22-055

FINAL VENDOR REFERENCE LIST
MARKET PLACE GREENWAY LANDSCAPE & IRRIGATION PLAN
ENGINEERING

Vendor Name	Address	City	St	Zip Code	SMWBE
051998 KIRKLAND, WILLIE JR DBA WILLIE	2703 WEYLAND CIRCLE	PENSACOLA	FL	32526	Y
064730 KNIGHT LANDSCAPE CONCEPTS INC	1090 DAFFIN ROAD	MOLINO	FL	32577	Y
058490 LAWN PROZ	3241 COPPER RIDGE CIRCLE	CANTONMENT	FL	32533	
046887 MARK FRANKLIN ENTERPRISES INC FIRST CHOICE MAINTENANCE SERV	2660 SOUTHERN OAKS DRIVE	CANTONMENT	FL	32533	
060078 MCGARVEY ENTERPRISES NWFL	7128 CHAPEL STREET	PENSACOLA	FL	32504	Y
082993 MICHAEL DEES LAWCARE INC	2960 MICHAEL DRIVE	PENSACOLA	FL	32505	
043858 MOORE, JILL DBA TIMBERWOLF IRRIGATION CONSULTANTS	3745 BONNER ROAD	PENSACOLA	FL	32503	
021405 MURPHY FARMS INC	5225 W SPENCERFIELD ROAD	PACE	FL	32571	
037377 ONESOURCE LAWNSERVICE LLC	2415 BERRYDALE RD	PENSACOLA	FL	32534	Y
060120 OUTERSPACES LLC	500 EAST CROSS STREET	PENSACOLA	FL	32503	
057077 PAYNE, JEREMY JOEL DBA CUT-IN-UP	8917 BURNING TREE RD	PENSACOLA	FL	32514	
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
016924 PHOENIX LANDSCAPE & IRRIGATION INC	P O BOX 924	GULF BREEZE	FL	32562	
069779 POWER TEAM CLEANING & LAWN CARE SERVICE LLC	2946 RHYTHM STREET	PENSACOLA	FL	32505	Y
060366 RANDY R HINKLER LANDSCAPING CONT'R & TREE SURGEON INC	1978 AVENIDA DEL SOL	NAVARRE	FL	32566	
033760 RIKER IRRIGATION	1144 WEST NINE MILE ROAD	PENSACOLA	FL	32534	
082482 RUDOLPH, D'VALIS MARQUIS CUTS N BEYOND LLC	2733 GODWIN LN	PENSACOLA	FL	32526	
060976 SAFE LAWN INC	PO BOX 11651	PENSACOLA	FL	32524	Y
044550 SEA COAST & COMPANY	P O BOX 1422	GULF BREEZE	FL	32562	
073705 SEAL, DILLON DBA A CUT ABOVE LANDSCAPING&PROPERTY MAINTNCE	4771 BAYOU BLVD #176	PENSACOLA	FL	32503	
055552 T R C LANDSCAPING	4737 KITTY HAWK CIRCLE	GULF BREEZE	FL	32563	Y
057160 TILLMAN LANDSCAPING & IRRIGATION LLC	610 WHITNEY DRIVE	PENSACOLA	FL	32503	Y
083223 TURFS UP LAWN AND LANDSCAPING	665 CONNELL DR	PENSACOLA	FL	32503	
004461 WALLACE SPRINKLER & SUPPLY INC DBA THE WALLACE COMPANY	P O BOX 1313	GULF BREEZE	FL	32562	
049243 WASHINGTON, CHARLIE DBA C W LAWN CARE	747 TWINKLE STREET	PENSACOLA	FL	32504	Y

Vendors: 65



PURCHASING

TO: Respondents to Bid No. 22-055 (Market Place Greenway Landscape & Irrigation Plan)

FROM: Dedria Lunderman, Assistant Purchasing Manager

DATE: October 14, 2022

SUBJ: Notice of Intent to Award

The City of Pensacola intends to award the contract to East Bay Landscaping & Irrigation, Inc. as indicated on the attached tabulation. Thank you for your interest in the City's project. This notice serves as the City's notice of intent to award.

Protest of the intent to award must be in writing and received in the Purchasing Office within five business days, no later than 10:00 A.M. on October 21, 2022. Protest must be delivered to:

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

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

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

c: Amy Tootle – Director of Public Works and Facilities, City of Pensacola
Brad Hinote – City Engineer, City of Pensacola

TABULATION OF BIDS

BID NO: 22-055

TITLE: MARKET PLACE GREENWAY LANDSCAPE & IRRIGATION PLAN

Submittals Due:

10/12/22, 2:30 P.M.

Department:

Engineering

EAST BAY
LANDSCAPING &
IRRIGATION, INC.
Milton, FL

Base Bid

\$120,986.36



Memorandum

File #: 22-01074

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SECOND LAND USE AND COMMUNITY GARDEN OPERATING AGREEMENT BY AND BETWEEN THE CITY OF PENSACOLA AND THE HIVE FOUNDATION, INC.

RECOMMENDATION:

That City Council approve the Operating Agreement between The Hive Foundation, Inc., and the City of Pensacola for the purpose of allowing the operator to develop and maintain a community garden. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Operating Agreement with the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On March 20, 2015, the City of Pensacola entered into and executed a Memorandum of Understanding with the Hollice T. Williams Community Garden Organization sponsored by Innisfree Hotels, for the purpose of allowing the Operator to develop and maintain a community garden for the benefit of the public on land owned by the City of Pensacola and adjacent land leased by the City from State of Florida Department of Transportation. The Operator has successfully developed the community garden into a project that utilizes volunteers to operate the garden and is desirous of expanding its activities and securing an agreement that provides greater certainty of the opportunity to enhance its activities with the goal of establishing an on-going gardening and marketing venture which will become self-sustaining.

The City of Pensacola and the Operator's predecessor, (Tin Can Communications, LLC) entered into a First Land Use and Community Garden Operating Agreement on November 5, 2018, for a term of three (3) years. The terms and conditions for the continued use by the Operator of the garden facilities, for operation without impacting or encroaching upon other projects which the City may initiate during the term of this Agreement.

This Second Land Use and Community Garden Operating Agreement between the City of Pensacola and The Hive Foundation, Inc, shall be for the term of five (5) years commencing on the effective date at the beginning of this agreement. The Hive Foundation is an affiliate of Innisfree Hotels. The Operator shall have the right to occupy the Property for the purpose of operating a community

Gardening Program. Operator is responsible for all expenses such as capital expenses, maintenance expenses, operation expenses, insurance, taxes, and all utilities. All expenditures for improvements, maintenance repairs and construction in the amount of \$5,000.00 or more shall receive prior written approval from the Mayor or his designee. Title to Improvements that shall be placed upon the Property by Operator shall vest in City upon the completion of the Improvements, and Operator shall have no right to remove such fixed or permanent improvements from property. All improvements shall be completed to the satisfaction of the Lessor.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/26/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Adrian Stills, Parks and Recreation Director

ATTACHMENTS:

- 1) Second Land Use and Community Garden Operating Agreement

PRESENTATION: No

**SECOND LAND USE AND COMMUNITY GARDEN OPERATING AGREEMENT
BY AND BETWEEN THE CITY OF PENSACOLA AND
THE HIVE FOUNDATION, INC.**

This Second Land Use and Community Garden Operating Agreement ("Agreement") is made and entered into this ___ day of _____, 2022, by and between the City of Pensacola, Florida, a Florida municipality ("City") and The Hive Foundation, Inc. a 501c3 not-for profit licensed to do business in the State of Florida, as sponsor and managing operator ("Operator") of a not-for-profit community garden activity at the City's Hollice T. Williams Park. The Hive Foundation is an affiliate of Innisfree Hotels.

RECITALS:

- A. On March 20, 2015, the City of Pensacola entered into and executed a Memorandum of Understanding with the Hollice T. Williams Community Garden Organization sponsored by Innisfree Hotels, for the purpose of allowing the Operator to develop and maintain a community garden for the benefit of the public on land owned by the City of Pensacola and adjacent land leased by the City from the State of Florida Department of Transportation. The Operator has successfully developed the community garden into a project that utilizes volunteers to operate the garden and is desirous of expanding its activities and securing an agreement that provides greater certainty of the opportunity to enhance its activities with the goal of establishing an on-going gardening and marketing venture which will become self-sustaining.

- B. The City of Pensacola and the Operator's predecessor, (Tin Can Communications, LLC) entered into a First Land Use and Community Garden Operating Agreement on November 5, 2018, for a term of three (3) years. The terms and conditions for the continued use by the Operator of the garden facilities, for operation without impacting or encroaching upon other projects which the City may initiate during the term of this Agreement are contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, City and Operator agree as follows:

TERMS

- 1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

- 2. **TERM:** The term of this Agreement shall be for the duration of five (5) years commencing on the effective date at the beginning of this agreement.

- 3. **CONSIDERATION:** The City and the Operator hereby acknowledge that this Agreement is supported by good and valuable consideration, the sufficiency and delivery of which is hereby acknowledged. The parties agree that the Operator is responsible for all expenses such as capital expenses, maintenance expenses, operation expenses, insurance, taxes, and all utilities. All

expenditures for improvements and maintenance repairs and construction in the amount of \$5,000.00 or more shall receive prior written approval from the Mayor or his designee. All improvements shall be completed to the satisfaction of the Lessor pursuant to Section 6 below.

4. PROPERTY: The Property which are the subject of this Agreement consist, more or less, of the southern half of the parcel owned by the City identified by the Escambia County Property Appraiser as Parcel Reference No. 000S009020014142, and a small eastern and southern portion of the adjacent parcel of land leased to the City by the Florida Department of Transportation (FDOT) identified as Parcel Reference No. 000S009020011142, as depicted on the attached aerial photograph and technical sketch identified as Exhibit A of this agreement. The FDOT, pursuant to its Lease Agreement with the City dated March 8, 1979, as amended, may decide to cancel the Lease for the purposes set forth in Section 12.02. The terms of the Lease Agreement between the City and FDOT as described above are incorporated by reference and shall be controlling over the terms of this Agreement. A copy of the Lease Agreement between FDOT and the City is attached and incorporated by reference as Exhibit B. Should the FDOT cancel its Lease with the City, then this Agreement shall be cancelled.

5. TITLE TO IMPROVEMENTS: Title to Improvements that shall be placed upon the Property by Operator shall vest in City upon the completion of the Improvements, and Operator acknowledges that it shall have no right to remove such fixed or permanent improvements from the Property.

6. INSPECTION AND ACCESS TO PROPERTY: During the term of the Agreement and any renewal or extension hereof, Operator shall permit the representatives of City access to the Property at all reasonable times deemed necessary for inspection. An inspection shall occur at least once per year by a representative of the City to document improvements and the condition of the property. City shall have the right to have access to construct restroom facilities during the Term of this Agreement.

7. NO MORTGAGES OR ENCUMBRANCES: Operator shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein. Operator shall remove any liens or encumbrances placed against the Property on account of Operator's activities or occupation of the Property during the term of this Agreement or as it may be renewed. If Operator fails to remove any such lien from the Property, within thirty (30) days of the recording or other reasonable notice of any lien or encumbrance, such failure shall constitute a breach of the Agreement.

8. OPERATOR'S USE: The Operator shall have the right to occupy and use the Property for the purpose of operating a community Gardening Program for the purposes described herein under this Agreement and in accordance with the following limitations:

A. Operator shall maintain the Property in a neat and orderly manner according to standards as determined by the City. Any and all repairs required will be the responsibility of the Operator.

B. All Property improvements will comply with all local, state, and federal requirements of the Americans with Disabilities Act and comparable state legislation.

- C. The City must approve all new improvements before work is commenced.
- D. The Operator may utilize an existing irrigation system on the Property but will be responsible for all related new installation expenses, repairs, and maintenance.
- E. The Operator will notify the City immediately if any incidents occur at the Property which require medical attention or whenever public safety personnel are called to assist in any circumstance.
- F. The Operator may conduct fundraising events on the Property (including but not limited to movie nights, and musical performances) which may include food and merchandise vendors. In the event the Operator wishes to conduct any commercial activity not related to the support of the Property, it must request permission in writing from the City to do so.
- G. Operator will provide and pay for any facility maintenance which may be required on the Property.
- H. The Operator will maintain current Commercial General Liability Insurance Policy with limits of \$1,000,000 per occurrence, with the City named as an additional named insured, and Operator will provide the City's Risk Manager with a current copy of each such policy. A Certificate of Insurance in an acceptable format and in compliance with this subsection is attached to this Agreement as Exhibit C.
- I. The Operator will secure and maintain on file a valid hold harmless agreement approved by the City with respect to each volunteer admitted entering onto the Property.
- J. The City maintains the right to disallow any specific activity which it deems to be contrary to the best interests of the City of Pensacola on the Property and shall notify the Operator of such disallowance in writing.
- K. Operator shall be responsible for payment of all utility expenses including electricity, water, and natural gas.

9. OPERATOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS: Operator represents to and covenants with City that the representations made by it are true and correct and that Operator shall use the Property only for such purposes as described.

10. EXPANSION OF USE OF PROPERTY: The Operator may be granted approval for an expansion of use of the Property to erect a kitchen and education center at Operator's cost provided that a written request for expansion be provided to the Mayor, through the Parks and Recreation Director, who may grant or deny the expansion in his or her complete discretion.

11. CITY RESPONSIBILITY: The City shall provide water for irrigation of the Garden but does not guarantee that any groundwater provided will be potable.

12. RELATIONSHIP OF THE PARTIES: The Operator shall be an independent contractor of its activities on the Property and shall not be an agent of the City of Pensacola. The City is granting the Operator the right to use the Property for gardening purposes only, and it is

not the intent of the parties that a Landlord/Tenant relationship is created by this Agreement, nor is it the intent that this Agreement creates any third-party beneficiaries.

13. SOVEREIGN IMMUNITY: The City does not waive its right of sovereign immunity, its police power to provide for the public interest and safety, nor its municipal authority to provide for and protect its assets by entering into this Agreement.

14. HOLD HARMLESS: The Operator hereby agrees to hold the City harmless from any and all claims arising from the Operator's use of the Property and further agrees to indemnify the City from any and all such claims or judgments which may arise from the Operator's use of the Property.

15. INSURANCE REQUIRED: Operator shall maintain insurance and provide City with certificates in accordance with subsection 8H. above during the life of this Agreement as may be applicable under the circumstances. The City shall have the right to make reasonable increases to the minimum required limits of liability during the term of this Agreement or any renewal or extension hereof. Operator shall be responsible for all deductibles and self-insured retentions under its insurance policies.

16. MISCELLANEOUS

A. Operator, by exercising the rights granted herein, shall not discriminate, or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, sexual orientation, religion, national origin or ancestry, age, physical handicap, or disability. Non-compliance with such assurances shall constitute a breach of this Agreement, and in the event of non-compliance, City may take appropriate action to enforce compliance and, at its option, may terminate this Agreement or seek judicial enforcement thereof.

B. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, and venue shall lie in Escambia County, Florida.

C. **Notices.** All notices regarding this Agreement shall be addressed from one party to the other according to the following:

FOR THE CITY:
City Administrator
City of Pensacola
222 W. Main Street
Pensacola, Florida 32502
FOR THE OPERATOR:

The Hive Foundation, Inc.
c/o CEO
Innisfree Hotels Inc.
113 Bay Bridge Drive
Gulf Breeze, Florida 32561

All notices shall be delivered by U.S. Mail, postage prepaid, return receipt requested or by hand-delivery at the above addresses.

D. Remedies for Default. In the event that Operator defaults on any of its obligations as set forth in Section 8 above, Operator shall have a ten-day period in which to cure the default calculated from the day that Operator is notified of the default. Should Operator fail or refuse to cure the default, then City, in its sole and absolute discretion, may terminate this Agreement. At no time shall Operator be entitled to the remedy of specific performance. City reserves the right to exercise all legal and equitable remedies available to it in the event of an uncured default by Operator.

E. There shall be no modification of this Agreement, except in writing, executed with the same formalities as was this Agreement.

F. If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

G. This instrument embodies the whole Agreement of the parties and supersedes any and all other agreements or understandings. No failure of City to exercise any power given it hereunder, or to insist upon strict compliance by Operator of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of City's right to demand strict compliance with the terms hereof.

H. This Agreement may be executed in one or more counterparts each of which shall be deemed an original.

IN WITNESS WHEREOF the parties hereto have subscribed their names the date first written above.

[REMAINED OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

CITY:

City of Pensacola

By: _____
Grover C. Robinson, IV
Mayor

ATTEST:

Ericka L. Burnett, City Clerk

Witnesses:

Signature
Print Name: _____

Signature
Print Name: _____

OPERATOR:

The Hive Foundation, Inc.

By: _____
Ted Ent, Secretary

ATTEST:

Witness

Witnesses:

Signature
Print Name: _____

Signature
Print Name: _____

EXHIBIT A
AERIAL PHOTOGRAPH AND TECHNICAL SKETCH



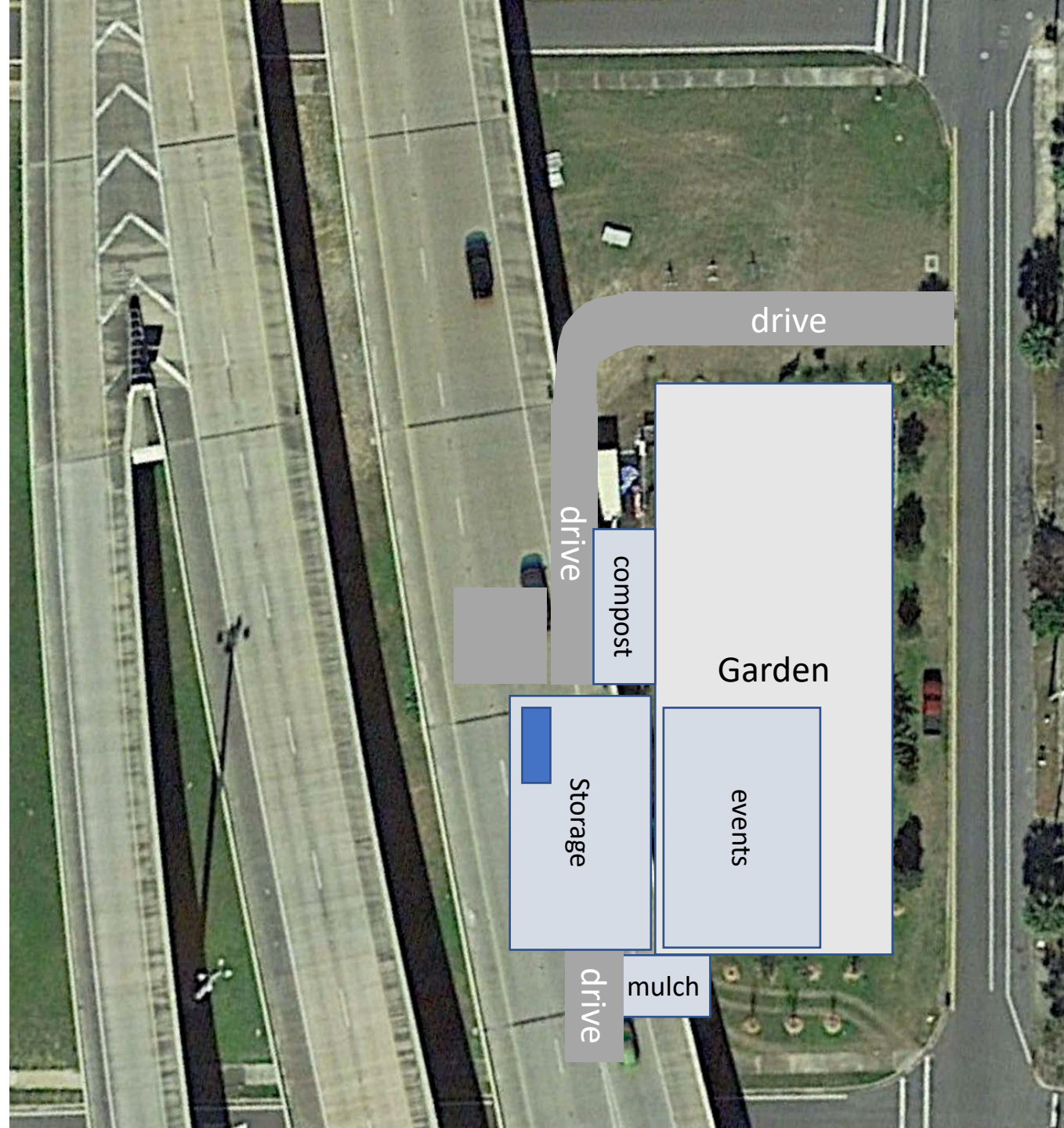
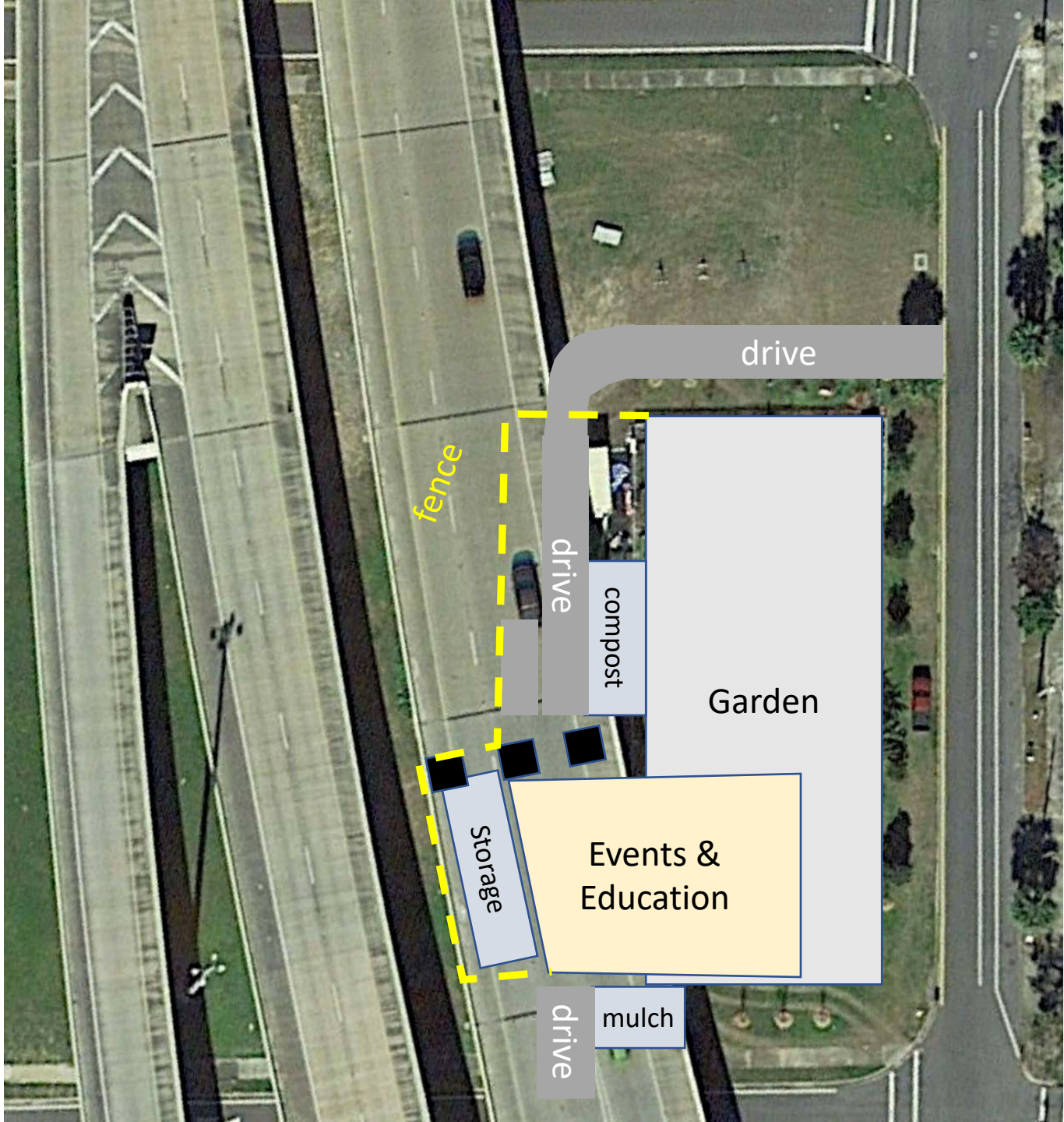


Exhibit C

Proposed Fence



Proposed
Leased
Premises



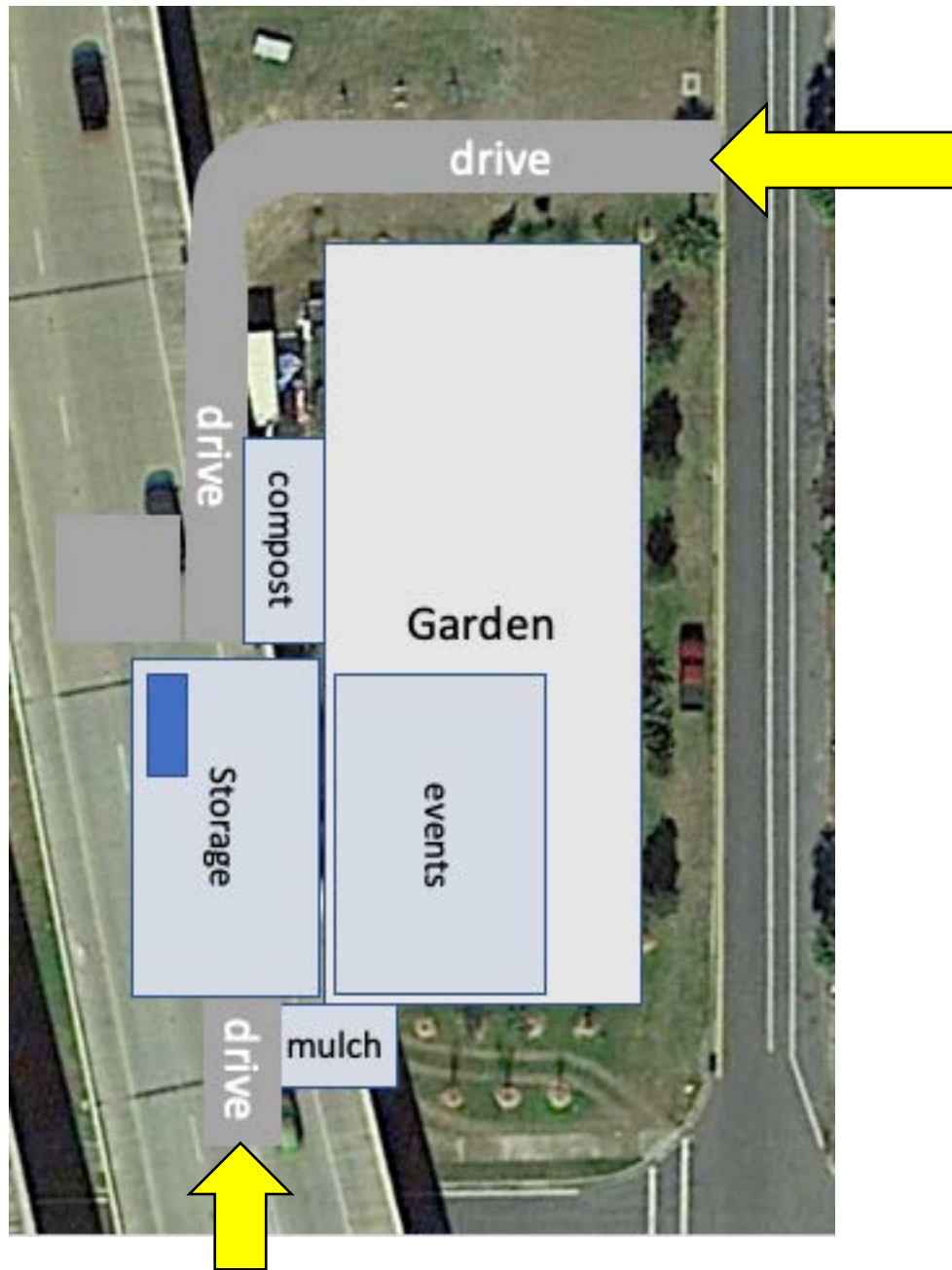
current

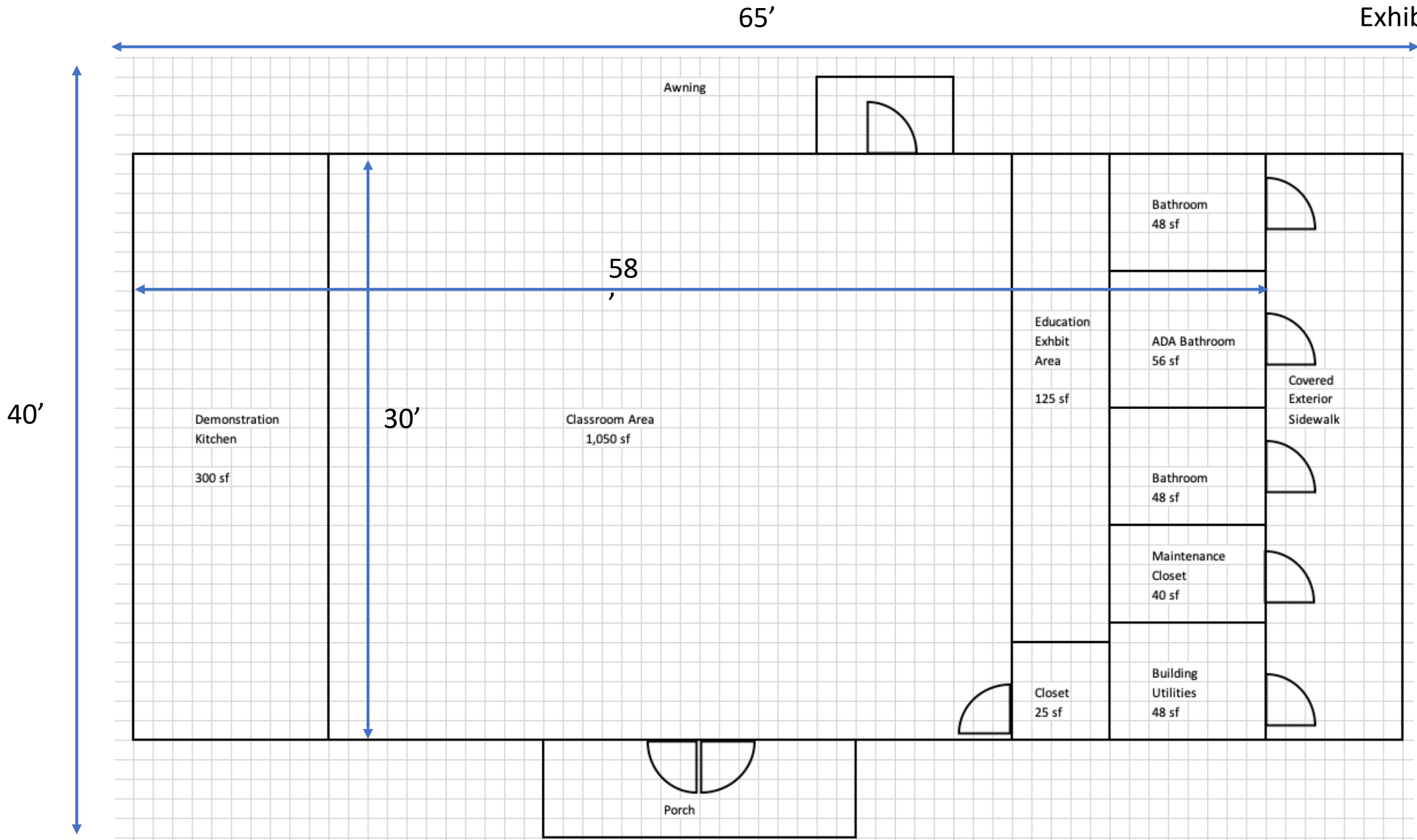


Proposed



Exhibit E
Proposed Curb Cuts

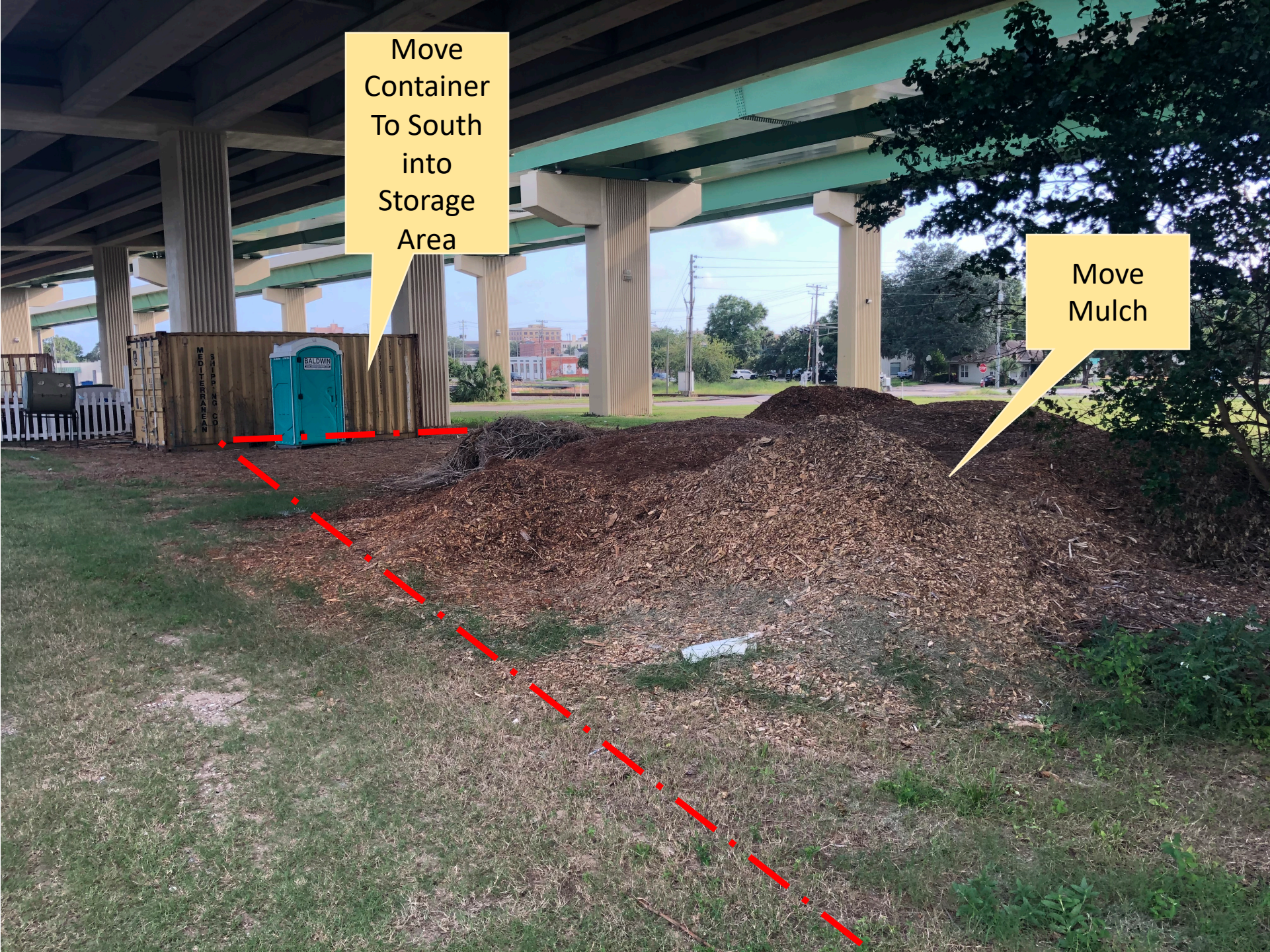






drive





Move Container To South into Storage Area

Move Mulch



Fence



Mulch
Storage



Drive

EXHIBIT B
LEASE AGREEMENT BETWEEN FDOT AND CITY

A G R E E M E N T

THIS AGREEMENT made and entered into this Eight
day of March, 1979, by and between the
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency
of the State of Florida, hereinafter called "DEPARTMENT", and the
CITY OF PENSACOLA, a Municipal Corporation, hereinafter called
"CITY", and superseding all previous agreements heretofore
entered into by the DEPARTMENT and the CITY relative to the
multiple use and joint development of Interstate 110 more
particularly described in Attachment A,

WITNESSETH:

WHEREAS, the DEPARTMENT is desirous of obtaining a more
functional utilization of the right of way of its interstate
facilities in the CITY; and,

WHEREAS, the DEPARTMENT is desirous that said right of way
should make a greater contribution toward creating a safer, more
healthy; and more attractive urban environment; and,

WHEREAS, the DEPARTMENT is desirous of obtaining participa-
tion from the CITY in connection with the above objectives,
specifically on Interstate 110 right of way, from Maxwell Street
South to Cervantes Street, hereinafter called the "PROJECT";
and,

WHEREAS, the CITY agrees to participate in said PROJECT
as set forth below; and,

WHEREAS, the DEPARTMENT in cooperation with the CITY and
the Federal Highway Administration has conducted a comprehensive
study, inventory and analysis of all right of way properties
beneath and adjacent to the PROJECT to determine the feasibility
of the highest and best use for multiple use and joint develop-
ment purposes pursuant to the public safety, health and general

... SAID PROJECT, ...
said inventory and analysis having been completed in October of 1972 entitled: "I-110 Pensacola, Florida" hereinafter referred to as the Multiple-Use Reconnaissance Study which has been approved by the CITY, the DEPARTMENT, and the Federal Highway Administration; and,

WHEREAS, the Florida Law requires that the DEPARTMENT, in developing comprehensive plans, shall take into account the joint use of transportation corridors and major transportation facilities for alternate transportation and community uses; and,

WHEREAS, Florida Law provides that, under certain conditions, the DEPARTMENT and specifically the Division of Road Operations may sell, lease or convey, in the name of the State, any land, buildings, or other property, real or personal;

NOW, THEREFORE, the parties hereto do hereby covenant and agree as follows:

I.

CONSIDERATION

The consideration of each of the parties entering this Agreement is as above stated in the various covenants, promises, understandings, and agreements each party to the other as set forth herein. Each of the covenants, promises, understandings, and sub-agreements set forth herein represents a material item of consideration to each of the parties and failure of any of the items herein set forth constitutes a material breach of the Agreement, and a failure of consideration.

II

DEFINITIONS AND ABBREVIATIONS

2.01. The I-110 Pensacola, Florida Multiple Use Reconnaissance Study of October 1972 of which both parties are aware, and have copies, shall be hereinafter called "NURS".

2.02. The Federal Highway Administration of the U. S.

"FHWA".

2.03. The words "Contact Officer" denotes the person designated by each of the parties to be the person(s) to whom, for the prompt, expeditious handling of business, all correspondence from the other party pertaining to this Agreement shall be directed, and initial contact made relating to problems or matters under this Agreement. The Contact Officer for the DEPARTMENT shall be the District Engineer of the Third Road District, or should the road districts be changed in the future by law, the District Engineer, or his successor having responsibility for the state road network in Escambia County at the time in question. The Contact Officer for the CITY will be the City Manager, or his successor.

III

LEASE

3.01. The DEPARTMENT hereby leases to the CITY and the CITY does hereby lease, take and hire from the DEPARTMENT beginning upon date of full execution, for a period of 99 (ninety nine) years, the property, including air space rights, set forth in Exhibit A attached hereto, incorporated herein by reference and made a part hereof.

3.02. The rental shall be a total of \$100.00 (One Hundred and 00/100 Dollars) for the entire period, payable in advance on or before 90 (ninety) days after complete final execution.

3.03. The lease estate, including air space rights, is expressly subject to the terms, conditions and limitations hereinafter set forth in this Agreement.

IV

FEDERAL HIGHWAY ADMINISTRATION APPROVAL

4.01. The properties herein leased were acquired as right of way for the construction of I-110, under the guidelines of FHWA. While not a party to this Agreement the FHWA is funding a

...portion of both the cost of acquisition of right of way and cost of construction for said highway. By law before committing itself to such funding the FHWA must reserve certain future supervision over the PROJECT. Said agency operates in accordance with statutory and case law as well as its procedural rules and regulations. FHWA is required to comply with Volume 7, Chapter 4, Section 3, dated October 4, 1974, and Volume 7, Chapter 7, Section 8 (PPM 90-5), dated March 27, 1973, as well as all amendments enacted pursuant thereto. Because of funding by FHWA the DEPARTMENT must obtain its concurrence at various times on items as set forth herein concerning implementation of this Agreement. The CITY acquiesces, agrees and understands that where discretion is allowed the DEPARTMENT under this Agreement, its actions for the most part have FHWA concurrence.

V

HIGHWAY

5.01. The land herein leased, having been acquired by the DEPARTMENT for the purpose of right of way for I-110 and because this lease is being executed prior to, or simultaneously with the execution of the construction contract for the highway, the DEPARTMENT's construction plans, and all changes thereto, including, but not limited to, supplemental agreements, change orders, plan changes and field changes are hereby made a part of this lease, and the construction of I-110 by the contractor including all ancillary activities shall be given absolute and complete priority over the use of the leased facilities by the CITY or any sub-lessee. In order to conduct or engage in any activities during the period of construction the CITY or any sub-lessee must obtain express written permission from the DEPARTMENT. The DEPARTMENT contemplates that it will complete construction as soon as reasonably possible, all factors being taken into consideration.

5.02. Any land in Exhibit A or permanent improvements attached thereto required specifically for highway purposes (such as pilings, piers or other necessary highway appurtenances)

lease agreement as if specifically excepted by description.

VI

LESSEE'S USE OF LEASED PREMISES

6.01. After construction, or during construction with permission as provided in Paragraph 5.01, the CITY will develop, use and maintain the leased properties in accordance with MURS, and comply with all other applicable laws. This paragraph contemplates an affirmative duty of the CITY within a reasonable time to use the leased premises either itself or by a sublease, in accordance with MURS. It is contemplated that the CITY will sublease part of the property herein leased but only in accordance with the conceptual uses as set forth in MURS and in accordance with the other conditions of this Agreement. In any sublease the CITY, being in contemplation of this Agreement the responsible party for all leased property whether or not subleased, has the duty to take all reasonable, necessary and desirable measures to insure the sub-lessees' compliance with the overall lease requirements and objectives, and the DEPARTMENT will look to the CITY to perform this function. All duties under this Agreement owed to the DEPARTMENT by the CITY are made applicable regardless of whether property is subleased. There are additional duties and requirements hereinafter set forth in those cases where all or parts of the leased property is subleased.

6.02. The DEPARTMENT acknowledges that it may sanction a departure from MURS under certain conditions and situations, at its own discretion. Any such departure must have concurrence by the FHWA. Any variance granted from compliance with MURS by the DEPARTMENT must be in writing and shall be deemed to stand on its own and shall not constitute a precedent or waiver as to any future variance. Each variance, if granted, shall be deemed an individual case and have no relation to any other request for a variance, the denial or granting of which are rights expressly reserved by the DEPARTMENT.

is expressly sanctioned by the DEPARTMENT.

VII

SUBLEASE CONSIDERATION AND PROCEDURE

7.01. The CITY may sublease to governmental or non-governmental agencies for a minimal consideration, or for a good, valuable and adequate consideration based upon economic rent. All revenues received as a result thereof, after deducting reasonable administrative costs incurred by the CITY in servicing the subleases, must be used in either the construction, maintenance or operation of the CITY transportation system.

7.02. It is contemplated that the CITY may at a time in the future desire and obtain participation from another governmental agency both financially and in the work of administering the revenue generating subleased property. Any such participation must be at the CITY's option. In such event the participating agencies shall receive the rental income (after administrative expenses are deducted) to the extent of financial and work participation. All income received after deduction of administrative expenses shall be used in either the construction, maintenance or operation of the CITY transportation system.

7.03. All subleases to non-governmental agencies shall be based upon the principle of non-discrimination and open, fair competition, except that the CITY shall adopt a uniform system of preferential consideration to be given applicants (where corporate or otherwise) who were previously located in the I-110 corridor from Maxwell Street South, and displaced by the I-110 project. All rights to preferential treatment shall terminate after an offer in writing for such treatment has been tendered by the CITY and refused. Under no circumstances shall the right to preferential treatment extend to subsequent subleases should the original sublease be terminated for any reason.

7.04. All subleases must be approved in writing by the DEPARTMENT as to form, content and parties. FHWA must concur in each case in this approval.

by any sub-lessee from that provided in any sublease or any material alterations in any structures placed on the leased premises by a sub-lessee under authority of any sublease or otherwise must be expressly approved in advance by the DEPARTMENT, and this provision (a paragraph to this effect), must go into any sublease hereunder. The FHWA must concur in any change or alteration.

VIII

BUILDING OR USE REQUIREMENTS RE FIRE PREVENTION

8.01. There shall be a provision in all subleases as well as being a condition of this lease that all structures and buildings placed upon the leased premises, including any structures (1) by the CITY as lessee, or (2) those of any sub-lessee must be of fire resistive construction in accordance with provisions of local applicable building codes which must be acceptable to the DEPARTMENT and FHWA. Should the local building code be unacceptable to the DEPARTMENT and/or FHWA, a nationally accepted model code will be used.

8.02. No building or structure thereon or land under lease or sublease shall be used in the manufacture or storage of flammable, explosive or hazardous material, nor shall any occupation be allowed which is deemed hazardous in the opinion of the DEPARTMENT and the FHWA to use of the highway above or non-highway use of the leased premises.

IX

DEPARTMENT AND FHWA INGRESS AND EGRESS

9.01. The DEPARTMENT, for itself and FHWA, retains the right to have access over and across and through the leased premises (whether or not subleased) for purposes of access to provide maintenance, inspection, or reconstruction of the highway facility herein involved or for inspection of the leased premises as to the use to (for) which it is being put. The

reasonable in such use and will not unnecessarily cross the leased (or subleased) premises for such inspection, maintenance or construction or reconstruction of the highway facility or for the inspection of the leased premises, but necessity and reasonableness will be determined by the DEPARTMENT's and FHWA's obligations for the highway and duties in supervision of this lease.

X

CITY INDEMNITY

10.01. The DEPARTMENT, pursuant to this lease, contemplates turning control of leased premises to the CITY for the uses and purposes set forth in this Agreement and will not supervise day to day activities that may be carried on, on the leased premises. The DEPARTMENT desires only to retain the certain prerogatives for approval as contained in other provisions of this Agreement and to insure that the leased property is used as contemplated herein. Because of the uncertainties as to exposure of tort liability to the DEPARTMENT, both parties desire that the DEPARTMENT and FHWA shall have no such tort liability for any action or occurrence which arises due to the use of the leased premises, including any sublease, wherein the DEPARTMENT itself or any of its agents or employees are not negligent. For the purpose of this paragraph, neither the CITY nor any sublessee hereunder shall be considered an agent of the DEPARTMENT. Therefore, should any insurance protection or indemnity flowing to the DEPARTMENT from the lessee or any sublessee fail for any reason whatsoever, the CITY agrees to indemnify and save harmless the DEPARTMENT and FHWA against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other legal entity arising from the conduct of or management about the demised premises, or from any accident or occurrence in or on the demised premises, and will further indemnify and save the DEPARTMENT and FHWA harmless against and from any and all

CITY and/or any sub-lessee arising from any act or negligence of the CITY, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action brought thereon; and in case any action or proceeding be brought against the DEPARTMENT and FHWA by reason of any such claim, the CITY, upon notice from the DEPARTMENT, covenants to resist or defend at the CITY's expense, such action or proceeding by counsel reasonably satisfactory to the DEPARTMENT. This indemnity provision shall be interpreted to include: (1) third party claims arising out of actions by the CITY and/or other parties or occurrences in connection therewith in the use of the highway facility on or adjacent to the leased premises, and (2) any damage done to the roadway by the sub-lessees.

The CITY assumes specific responsibility for the payment of the cost to repair any damages to the highway and for the payment of damages for personal injury, loss of life, or property damage where such damages are related to the use of the property under the provisions of this lease or any sublease.

10.02. The CITY shall have all applicable subrogation rights.

XI

TERM, RENEWAL, CANCELLATION AND BREACH

11.01. The primary term of this lease shall be for a period of ninety nine (99) years. The DEPARTMENT agrees that the lease may be renewed upon terms and conditions to be mutually agreeable at the time of renewal. The DEPARTMENT, however, reserves the right not to renew this lease in its discretion and this paragraph shall not be construed as obligating the DEPARTMENT to renew said lease at the expiration of the primary term hereof. In addition, any renewal must have concurrence of the FHWA or its successor agency,

11.02. In entering into this lease, the DEPARTMENT recognizes that it has reviewed the total PROJECT in detail over a

period of years and has determined that none of the property leased herein will be necessary for DEPARTMENT use in the reasonable foreseeable future during the period of this 99 year lease or possible renewals hereof. However, recognizing that circumstances not foreseeable at this time may occur in the future, the DEPARTMENT hereby reserves the right to cancel this lease at any time as to any and all properties leased herein, by setting forth in writing the DEPARTMENT's action and a reason therefor and mailed on appropriate correspondence to the CITY Contact Officer. The only acceptable reason for cancellation under this clause would be a transportation need as defined by Florida Law for a part or all of the leased premises herein. The CITY, and all sub-lessees, must be given written notice of the DEPARTMENT's intention to exercise its right of cancellation herein by a minimum of one (1) year's notice prior to any such cancellation. The FHWA must approve any such cancellation. If improvements have been constructed on land for which the lease is cancelled in accordance with the above, either by the CITY or by a sublessee, the DEPARTMENT will compensate the CITY or the sublessee for the loss of such improvements. The amount of compensation shall be as agreed upon by the parties or, failing agreement, as determined by eminent domain proceedings. In either case, there shall be no compensation for business damages.

11.03. In the event of a breach of this lease by the CITY, the DEPARTMENT shall have the option to cancel same. The DEPARTMENT shall serve notice in writing of such cancellation upon the CITY, any sublessee and any mortgage holder of record, at least ninety days before the effective date of such cancellation. The notice shall specify the breach and provide that if cured within the time specified the cancellation shall not be effective, otherwise the lease shall stand cancelled on the date stated in such notice.

If the CITY has constructed improvements on land as to which the lease is cancelled in accordance with the above, title to such improvements shall immediately vest in the DEPARTMENT upon such cancellation and the CITY shall not be compensated for

the loss of such improvements.

If there is a sublessee of the land as to which this lease is cancelled in accordance with the above, and the sublessee is in good standing under the terms of the sublease, the rights of such sublessee shall not be affected by such cancellation upon the agreement of sublessee to attorn directly to the DEPARTMENT as lessor.

If a sublessee should fail to comply with any of the provisions of this lease applicable to such sublessee, and the CITY shall fail to secure compliance, the DEPARTMENT shall have the option to cancel this lease as to the land demised to sublessee. The DEPARTMENT shall follow the same procedure and give the same 90 day notice as outlined above in the event of breach of lease by the CITY. Upon cancellation, the leasehold estate of the sublessee shall terminate, title to all improvements on the subject land shall vest in the DEPARTMENT, and sublessee shall immediately surrender possession to the DEPARTMENT.

A mortgagee holding a mortgage on the leasehold estate of a sublessee, whose leasehold interest has been terminated in accordance with the above, shall have the right to succeed to all interest of the sublessee as they existed at the time of cancellation upon agreement by such mortgagee to assume the duties and obligations of such sublessee.

11.04. Failure to cancel or to take other appropriate action upon breach shall not be construed as a waiver of the DEPARTMENT's rights set forth in this Agreement with respect to any such breach or any subsequent breaches.

11.05. In addition to any rights herein provided for enforcement of this Agreement, the DEPARTMENT shall have in a cumulative manner all other rights provided by law, including but not limited to Chapter 83 of the Florida Statutes, and in addition the right of injunction.

XII

LEASE TO TAKE PRECEDENCE

12.01. The wording of this Agreement shall take precedence

approval of the sub lease.

12.02. All subleases shall have attached thereto a copy of this Agreement to be incorporated as a part of the sublease by reference. In addition to other things herein mentioned each sublease shall have a sentence or paragraph denoting that the provisions of this Agreement shall be controlling over the wording of the sublease. Failure to incorporate a copy of this lease into a sublease and failure to provide the aforementioned wording of this Agreement controlling shall be construed as a breach of this Agreement by the CITY.

12.03. All rights and the tenure of any subleasee shall be expressly subject to the terms of this lease between the lessor and lessee herein, including any cessation of the lease estate under this Agreement

XIII

APPROVALS

13.01. All approvals that need to be given by parties to this lease or any part affected by this lease shall be construed to be subject to a test of reasonableness under the circumstances considering the duties and obligations of the party and/or parties giving the approval. No approvals hereunder shall be arbitrarily withheld.

XIV

IMPLEMENTATION OF MURS

It is recognized that the implementation of the items to be accomplished by the CITY under the conceptual plan in MURS cannot all be accomplished immediately. However, the CITY agrees that it will take all reasonable steps to implement the plan beginning immediately after completion of construction with a time period of approximately five (5) to seven (7) years thereafter for full implementation of said plan.

MISCELLANEOUS

15.01. This lease shall not be assignable nor transferable without the consent of the DEPARTMENT and concurrence of FHWA. Each sublease shall contain a similar clause regarding assignability or transferability. Failure to comply with this paragraph shall be considered a material breach.

15.02. In the event that the property herein leased (or later subleased) ceases to be used as provided under MURS or any variance allowed by the DEPARTMENT, and within a reasonable time is not put back to the use in accordance with MURS, same shall be considered a breach of this Agreement and a cause for cancellation in accordance with Paragraph 11.03.

15.03. All facilities and structures in the leased area (whether or not subleased) shall be maintained so as to assure that same will be kept in good condition both as to safety and appearance and that they will not unreasonably interfere with highway use. Failure to provide such maintenance will be justification for the DEPARTMENT to enter the premises and perform the maintenance, charging the CITY with the reasonable cost thereof. This provision shall be set forth in all subleases.

15.04. The following provisions for non-discrimination are applicable.

(a) The CITY, for its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for the accommodation of the traveling public or business users of any Federal-aid highway (such as eating, sleeping, rest, recreation, and vehicle servicing), he (she or it) will not discriminate on the grounds of race, color, sex, or national origin against such traveling public or highway users in their access to and use of the facilities and services so constructed, maintained or otherwise operated, and that the lessee or any sub-lessee shall maintain and operate such facilities and services in compliance

of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 CFR, Part 8), and as said Regulations may be amended.

(b) The CITY, for its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors, (3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation, and vehicle servicing) constructed or operated on, over, or under the space of the right of way, and (4) that the lessee and any sub-lessee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 CFR, Part 8), and as said Regulations may be amended.

(c) In the event of breach of any of the above non-discrimination covenants, the DEPARTMENT shall consider same as a breach of the lease to be handled in accordance with Paragraph 11.03,

15.05. All subleased property shall be placed on the ad valorem tax rolls to the extent required by law.

15.06. On-premise signs, displays, or devices may be erected on structures to be placed upon the leased premises (whether leased or subleased) but shall be restricted to those indicating ownership and type of on-premise activities, and shall

size, location and design. The DEPARTMENT's approval must have FHWA concurrence.

15.07. The CITY, before utilizing that part of the leased premises to be used by it directly, shall submit to the DEPARTMENT for its approval a three dimensional plan, which submission shall also contain a general statement of the proposed use and there shall be attached all necessary maps, sketches, and other plans necessary to fully depict the intended use. The DEPARTMENT approval must have FHWA concurrence.

15.08. The DEPARTMENT and the FHWA shall be allowed to review the records or audit the records of the CITY relative to the affairs conducted under this lease at any time during regular business hours.

15.09. All concurrences by the FHWA to be effective must be in writing and a reasonable time is to be allowed for review.

15.10. In the event this Agreement is in excess of \$25,000 or has a term for a period of more than one year, the provisions of Chapter 334.21 (8)(a), Florida Statutes, are hereby incorporated:

"(a) The DEPARTMENT shall not, during any fiscal year, 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 shall be null and void, and no money shall be paid thereof. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein shall prevent the making of contracts for a period exceeding one 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 in excess of Twenty-Five Thousand Dollars and having a term for a period of more than one year."

presents to be executed, the day and year first above written.

WITNESSES:

~~_____
As to the Department~~

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Bruce E. Johnson
Director of
ATTEST: Carol Acosta (SEAL)
Executive Secretary

WITNESSES:

Edward P. DeBona
As to the City of Pensacola
Dean R. Lewis
As to the City of Pensacola

CITY OF PENSACOLA, FLORIDA

BY: Blair M. Miller
City Manager
ATTEST: J. Little (SEAL)
City Clerk

APPROVED AS TO FORM, LEGALITY
FLORIDA DEPARTMENT OF TRANSPORTATION

BY: FWK
ATTORNEY

EXHIBIT "A"

SECTION 48270-2406
 STATE ROAD 8-A(I-110)
 COUNTY Escambia
 FAP NO. I-110-1(56)13

DESCRIPTION OF PROPERTY TO BE LEASED TO THE CITY OF PENSACOLA BY THE FLORIDA
 DEPARTMENT OF TRANSPORTATION

That portion of Blocks 137, 138 and 139, East King Tract, East of Tarragona Street, City of Pensacola according to Map of said City copyrighted by Thomas C. Watson in 1906, also that portion of Gonzalez Street De Sota Street and Strong Street bordered by the above numbered blocks lying within the following described boundaries: Begin at the Southwest corner of said Block 139; thence run North $9^{\circ}51'53''$ West 986.89 feet along the East line of construction of Gonzalez Street; thence North $77^{\circ}51'35''$ East 378.66 feet (parallel to the centerline of construction of Gonzalez Street) to the West line of Hayne Street; thence South $8^{\circ}13'42''$ East 592.15 feet along the West line of Hayne Street to the beginning of a curve, concave to the Northeast having a radius of 2814.79 feet; thence from a tangent bearing of North $17^{\circ}19'14''$ West run Northwest 299.80 feet along said curve through a central angle of $6^{\circ}06'09''$ to the end of curve; thence North $11^{\circ}13'05''$ West 58.8 feet; thence South $78^{\circ}46'55''$ West 75.0 feet; thence South $11^{\circ}13'05''$ East 58.8 feet to the beginning of a curve, concave to the Northeast having a radius of 2889.79 feet; thence run Southeast 363.86 feet along said curve through a central angle of $7^{\circ}12'51''$ to the end of curve; thence South $18^{\circ}25'56''$ East 214.33 feet to the beginning of a curve to the Southwest having a radius of 738.94 feet; thence run Southeast 131.60 feet along said curve through a central angle of $10^{\circ}12'14''$ to the end of curve; thence South $8^{\circ}13'42''$ East 1.79 feet to the South line of said Block 139; thence South $80^{\circ}09'44''$ West 334.72 feet to the POINT OF BEGINNING; Containing 318,328 square feet (7.308 acres) more or less.

ALSO:

That portion of Blocks 134, 135 and 136, East King Tract, East of Tarragona Street, City of Pensacola according to Map of said City copyrighted by Thomas C. Watson in 1906 also that portion of Lloyd Street, Brainerd Street and Gonzalez Street bordered by said Blocks lying within the following described boundaries: Begin at the Northwest corner of said Block 134; thence run North $80^{\circ}05'24''$ East 408.25 feet along the North line of said Block 134 to the West line of Hayne Street; thence South $8^{\circ}13'42''$ East 988.74 feet along the West line of Hayne Street to a point 29 feet North $12^{\circ}08'25''$ West of the centerline of construction of Gonzalez Street; thence South $77^{\circ}51'35''$ West 380.32 feet (parallel to the centerline of construction of Gonzalez Street) to the East line of Tarragona Street; thence North $9^{\circ}51'53''$ West 1003.11 feet along the East line of Tarragona Street to the POINT OF BEGINNING; Containing 392,342 square feet (9.007 acres), more or less.

ALSO:

That portion of Block 133, East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City copyrighted by Thomas C. Watson in 1906, lying within the following described boundaries: Commence at the intersection of Blount Street and Hayne Street; thence run South $8^{\circ}13'42''$ East 30.76 feet along the centerline of Hayne Street; thence South $81^{\circ}46'18''$ West 25 feet to the West line of Hayne Street at a point 30 feet South $9^{\circ}56'42''$ East of the centerline of Blount Street said point being the POINT OF BEGINNING; thence South $5^{\circ}13'42''$ East 286.20 feet along the West line of Hayne Street to a point 35 feet North $9^{\circ}54'31''$ West of the centerline of Lee Street; thence South $80^{\circ}05'29''$ West 326.33 feet (parallel to the centerline of Lee Street); thence North $68^{\circ}02'43''$ West 45.38 feet to a point 25 feet North $83^{\circ}31'42''$ East of the Baseline of West Frontage Road; thence North $6^{\circ}25'18''$ West 262.37 feet (parallel to the Baseline of West Frontage Road) to a point 30 feet South $9^{\circ}56'42''$ East of the centerline of Blount Street; thence North $80^{\circ}03'18''$ East 357.30 feet (parallel to the centerline of Blount Street) to the POINT OF BEGINNING; Containing 102,982 square feet (2.364 acres), more or less.

That portion of Blocks 130, 131 and 132 East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City, copyrighted by Thomas C. Watson in 1906, also that portion of Mallory Street and Moreno Street bordered by said Blocks, lying within the following described boundaries: Commence at the intersection of Blount Street and Hayne Street; thence run North $8^{\circ}13'42''$ West 29.26 feet along the centerline of Hayne Street; thence South $81^{\circ}46'10''$ West 25 feet to the West line of Hayne Street at a point 30 feet North $9^{\circ}56'42''$ West of the centerline of Blount Street, said point being the POINT OF BEGINNING; thence North $8^{\circ}13'42''$ West 990.59 feet along the West line of Hayne Street to a point 30 feet South $10^{\circ}55'50''$ East of the centerline of construction of Avery Street; thence South $79^{\circ}04'10''$ West 337.41 feet (parallel to the centerline of construction of Avery Street) to a point 25 feet South $79^{\circ}29'21''$ East of the Baseline of West Frontage Road; thence South $10^{\circ}30'39''$ West 1.53 feet (parallel to the Baseline of West Frontage Road) to the beginning of a curve concave to the Easterly having a radius of 1120.92 feet; thence run Southwesterly, Southerly and Southeasterly 440.50 feet along said curve through a central angle of $22^{\circ}30'58''$ to the end of curve; thence South $12^{\circ}00'19''$ East 551.24 feet to a point 30 feet North $9^{\circ}56'42''$ West of the centerline of Blount Street; thence North $80^{\circ}03'18''$ East 358.36 feet (parallel to the centerline of Blount Street) to the POINT OF BEGINNING; Containing 373,393 square feet (8.572 acres), more or less.

ALSO:

That portion of Blocks 103, 106, 107, 127, 128 and 129, East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City copyrighted by Thomas C. Watson in 1906 also that portion of Hayne Street, Avery Street, Lakeview Street and Hernandez Street bordered by said Blocks lying within the following described boundaries: Commence at the Southwest corner of said Block 129; thence run North $80^{\circ}03'47''$ East 106.94 feet along the South line of said Block 129 to the Baseline of West Frontage Road; thence North $10^{\circ}30'39''$ East 18.36 feet along the Baseline of West Frontage Road; thence South $79^{\circ}29'21''$ East 25 feet to the POINT OF BEGINNING; thence South $45^{\circ}12'36''$ East 11.27 feet to a point 30 feet North $10^{\circ}55'50''$ West of the centerline of construction of Avery Street; thence North $79^{\circ}04'10''$ East 306.69 feet (parallel to the centerline of construction of Avery Street) to a point 25 feet South $82^{\circ}05'47''$ West of the Baseline of East Frontage Road said point being on a curve concave to the Easterly having a radius of 679.81 feet; thence from a tangent bearing of North $7^{\circ}54'13''$ West run Northwesterly, Northerly and North-easterly 193.38 feet along said curve through a central angle of $16^{\circ}17'54''$ to the end of curve; thence North $8^{\circ}23'41''$ East 847.21 feet along a line 25 feet Westerly of and parallel to the Baseline of East Frontage Road to the beginning of a curve concave Westerly having a radius of 1120.92 feet; thence run Northeasterly 1.85 feet along said curve through a central angle of $0^{\circ}05'40''$ to the South line of Jordan Street; thence South $80^{\circ}07'52''$ West 254.44 feet along the South line of Jordan Street to a point 25 feet South $85^{\circ}38'21''$ East of the Baseline of West Frontage Road said point being on a curve concave to the Westerly having a radius of 1552.89 feet; thence from a tangent bearing of South $4^{\circ}21'39''$ West run Southwesterly 166.69 feet along said curve through a central angle of $6^{\circ}09'00''$ to the end of said curve; thence South $10^{\circ}30'39''$ West 887.59 feet along a line 25 feet Easterly of and parallel to the Baseline of West Frontage Road to the POINT OF BEGINNING; Containing 267,043 square feet (6.13 acres), more or less.

ALSO:

That portion of Block 110, East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City copyrighted by Thomas C. Watson in 1906, also that portion of Hayne Street bordered by said Block lying within the following described boundaries: Commence at the intersection of Alcaniz Street and Maxwell Street; thence South $80^{\circ}01'31''$ West 91.71 feet along the centerline of Maxwell Street to the Baseline of East Frontage Road; thence South $8^{\circ}14'19''$ East 59.82 feet along the Baseline of East Frontage Road; thence South $81^{\circ}45'41''$ West 25 feet to the POINT OF BEGINNING; thence North $8^{\circ}14'19''$ West 29.03 feet (parallel to the Baseline of East Frontage Road) to a point

ALSO:

That portion of Lots 1, 2, 3 and 4, Block 106, East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City copyrighted by Thos. C. Watson in 1906, lying Easterly of the following described line: Begin on the South line of said Block 106 at a point 99.68 feet North $80^{\circ}03'25''$ East of the Southwest corner of said Block; thence run North $45^{\circ}46'27''$ West 10.16 feet to a point 37 feet South $81^{\circ}35'19''$ East of the Baseline of East Frontage Road; thence North $6^{\circ}23'41''$ East 306.25 feet to the North line of said Block 106 at a point 181.32 feet North $80^{\circ}02'01''$ East of the Northwest corner of said Block 106; Containing 2023 square feet, more or less.

ALSO:

That portion of Lots 20, 21, 22, 23, 24, 25 and 26, Block 127, East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City copyrighted by Thos. C. Watson in 1906, lying Westerly of the following described line: Begin on the South line of said Block 127 at a point 142.07 feet South $80^{\circ}02'01''$ West of the Southeast corner of said Block 127, said point being 37 feet North $79^{\circ}29'21''$ West of the Baseline of West Frontage Road; thence North $10^{\circ}30'39''$ East (parallel to said Baseline) 172.15 feet to the beginning of a curve concave Westerly having a radius of 1490.89 feet; thence run Northeasterly 137.12 feet along said curve through a central angle of $5^{\circ}16'10''$; thence North $47^{\circ}22'12''$ West 10.72 feet to the North line of said Block 127 at a point 55.45 feet South $80^{\circ}07'52''$ West of the Northeast corner of said Block 127; Containing 6140 square feet, more or less.

ALSO:

That portion of Lot 24, Block 107, East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City copyrighted by Thos. C. Watson in 1906, lying Easterly of the following described line: Begin on the South line of said Block 107 at a point 145 feet South $80^{\circ}02'01''$ West of the Southeast corner of said Block 107; thence North $56^{\circ}01'17''$ West 13.86 feet to a point 37 feet South $81^{\circ}36'19''$ East of the Baseline of East Frontage Road; thence North $8^{\circ}23'41''$ East 111.36 feet to the North line of said Block 107 at a point 67.76 feet South $80^{\circ}07'52''$ West of the Northeast corner of said Block 107; Containing 1761 square feet, more or less.

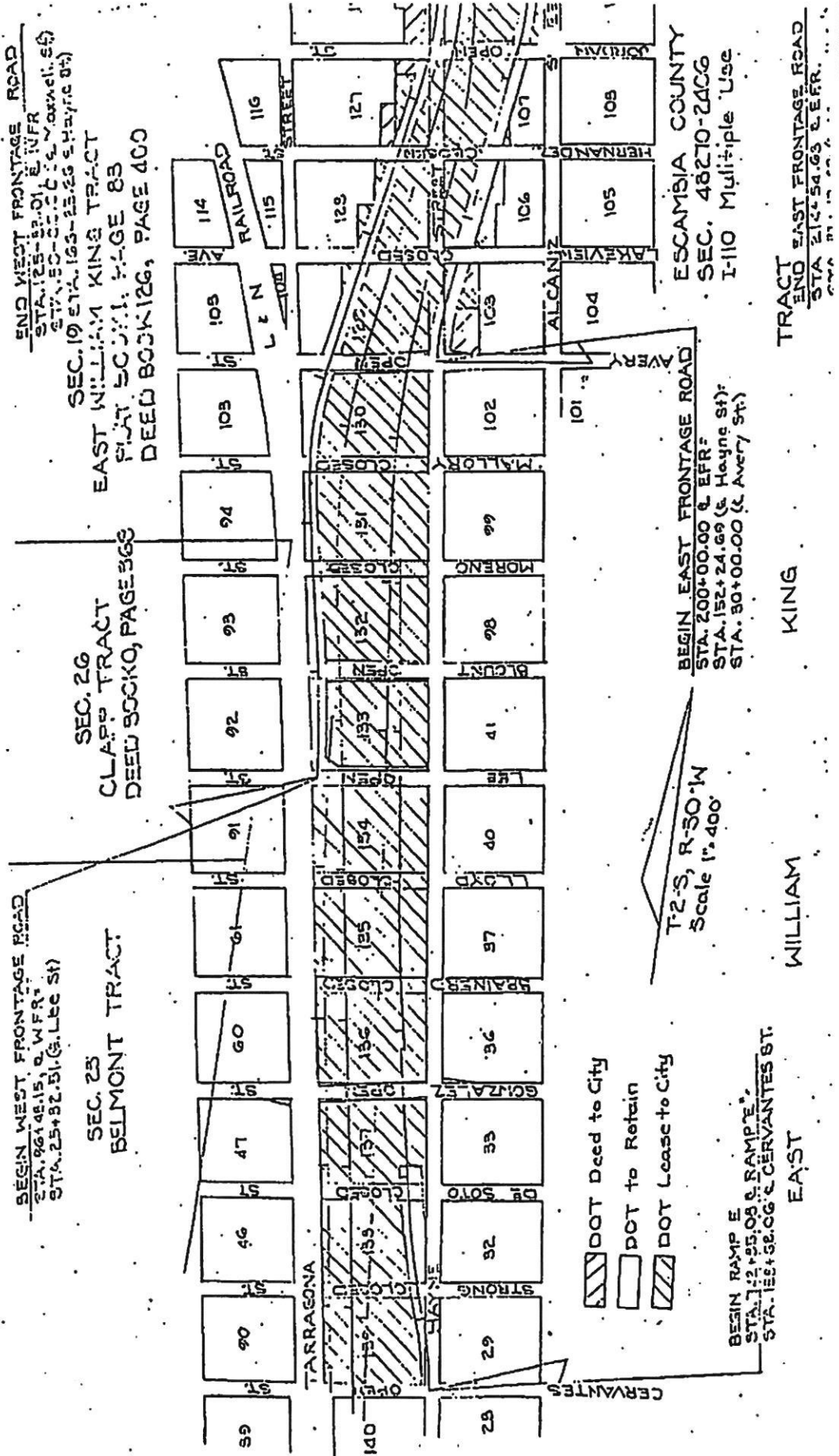
ALSO:

That portion of Lots 6 and 7, Block 103, East King Tract, East of Tarragona Street, City of Pensacola, according to Map of said City copyrighted by Thos. C. Watson in 1906, lying Northerly and Easterly of the following described line: Begin on the South line of said Block 103 at a point 116 feet North $80^{\circ}03'47''$ East of the Southwest corner of said Block 103; thence run South $84^{\circ}02'23''$ West 100.23 feet to a point 40 feet North $82^{\circ}31'52''$ East of the Baseline of East Frontage Road, said point being on a curve concave to the Easterly having a radius of 614.80 feet; thence from a tangent bearing of North $7^{\circ}28'08''$ West run Northwesterly, Northerly and Northeasterly 170.22 feet along said curve through a central angle of $15^{\circ}51'49''$ to the end of curve; thence North $8^{\circ}23'41''$ East 133.82 feet to the North line of said Block 103 at a point 79.08 feet North $80^{\circ}03'25''$ East of the Northwest corner of said Block 103; Containing 5045 square feet (0.116 acres), more or less.

THIS INSTRUMENT WAS PREPARED BY:

P. R. MINER
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
CHIPLEY, FLORIDA

DESCRIPTION APPROVED: JUNE 11 1976



SECTION 48270-2407
 STATE ROAD 8(I-110)
 COUNTY Escambia
 PAI NO. I-110-1(57)(13)

DESCRIPTION OF PROPERTY TO BE LEASED TO THE CITY OF PENSACOLA BY THE STATE
 OF FLORIDA DEPARTMENT OF TRANSPORTATION

(A) A parcel of land, situate, lying and being in Arpent Lot 12, Old City Tract, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, and being described as follows: Begin at the Northwest corner of said Arpent Lot 12; thence run North $80^{\circ}11'39''$ East 98.51 feet along the North line of said Arpent Lot 12 to the beginning of a curve, concave Southeasterly, having a radius of 956.0 feet; thence from a tangent bearing of South $62^{\circ}32'37''$ West run Southwesterly 74.67 feet along said curve through a central angle of $4^{\circ}28'30''$ to the end of curve; thence North $79^{\circ}09'03''$ West 30.28 feet to the West line of said Arpent Lot 12 at a point 14.72 feet South $9^{\circ}44'57''$ East of the POINT OF BEGINNING; thence North $9^{\circ}44'57''$ West 14.72 feet to the POINT OF BEGINNING;

Containing 1423 square feet (0.03 of an acre), more or less.

(B) That part of:

Arpent Lots 10, 60 and 61, Old City Tract, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, Also a portion of Alcaniz Street lying South of Wright Street and North of the Relocation of Gregory Street; Also, a portion of Wright Street lying East of Tarragona Street and West of Alcaniz Street;

lying within the following described boundaries, to-wit: Commence at the Northwest corner of Arpent Lot 60, Old City Tract, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906; thence run South $80^{\circ}10'45''$ West 8.54 feet; thence South $80^{\circ}10'42''$ West 24.01 feet to the POINT OF BEGINNING; thence North $9^{\circ}49'18''$ West 15.0 feet; thence North $80^{\circ}10'42''$ East 24.01 feet; thence North $80^{\circ}10'45''$ East 200.00 feet; thence North $78^{\circ}55'09''$ East 159.18 feet; thence South $58^{\circ}49'36''$ East 26.72 feet; thence South $9^{\circ}44'19''$ East 184.13 feet; thence South $41^{\circ}16'34''$ West 30.31 feet; thence North $87^{\circ}42'34''$ West 127.26 feet to the beginning of a curve, concave Southerly, having a radius of 948.00 feet; thence run Northwesterly, Westerly and Southwesterly 329.68 feet along said curve through a central angle of $19^{\circ}55'32''$ to the end of curve; thence North $9^{\circ}44'47''$ West 5.64 feet; thence North $65^{\circ}10'36''$ East 88.49 feet to the beginning of a curve, concave Northeasterly, having a radius of 5754.58 feet; thence from a tangent bearing of North $34^{\circ}11'06''$ West run Northwesterly 110.65 feet along said curve, through a central angle of $1^{\circ}06'06''$ to the end of curve, said point being the beginning of a curve, concave Northeasterly, having a radius of 2889.79 feet; thence from a tangent bearing of North $33^{\circ}05'00''$ West run Northwesterly 36.28 feet along said curve, through a central angle of $0^{\circ}43'10''$ to the end of curve; thence North $80^{\circ}10'42''$ East 46.07 feet to the POINT OF BEGINNING;

Containing 78,188 square feet (1.80 acres), more or less.

(C) That part of:

Arpent Lots 61, 62, 63 and 64, Old City Tract, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, Also a portion of Gregory Street lying between said Arpent Lots 62 and 63; Also a portion of Alcaniz Street lying East of said Arpent Lots 62, 63 and 64 and between the Relocation of Gregory Street and the Relocation of Chase Street;

lying within the following described boundaries, to-wit: Begin on the West line of Arpent Lot 62, Old City Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, at a point 155.47 feet North $9^{\circ}44'36''$ West of the Southwest corner of said Arpent Lot 62; thence North $77^{\circ}52'01''$ East 22.97 feet; thence North $9^{\circ}52'43''$ West 11.99 feet to the beginning of a curve, concave Southerly, having a radius of 888.00 feet; thence

from a tangent bearing of North $80^{\circ}07'17''$ East; thence run Northeasterly, Easterly and Southeasterly 188.61 feet along said curve through a central angle of $12^{\circ}10'09''$ to the end of curve; thence South $87^{\circ}42'34''$ East 164.14 feet; thence South $9^{\circ}44'19''$ East 9.2 feet to the beginning of a curve, concave Westerly, having a radius of 3761.97 feet; thence run Southeasterly 318.35 feet along said curve through a central angle of $4^{\circ}50'55''$ to the end of curve, said point being the beginning of a curve, concave Easterly, having a radius of 3877.47 feet; thence run Southeasterly 181.55 feet along said curve through a central angle of $2^{\circ}40'50''$ to the end of curve, said point being the beginning of a curve, concave Southerly, having a radius of 8144.22 feet; thence from a tangent bearing of South $78^{\circ}01'15''$ West run Southwesterly 9.93 feet along said curve through a central angle of $0^{\circ}04'11''$ to the end of curve, said point being the beginning of a curve, concave Southwesterly, having a radius of 1036.44 feet; thence from a tangent bearing of North $21^{\circ}50'28''$ West run Northwesterly 275.72 feet along said curve through a central angle of $15^{\circ}14'32''$ to the end of curve; thence North $37^{\circ}05'00''$ West 170.41 feet to the beginning of a curve, concave Northeasterly, having a radius of 5689.58 feet; thence run Northwesterly 38.23 feet along said curve, through a central angle of $0^{\circ}23'06''$ to the end of curve; thence South $80^{\circ}12'36''$ West 147.70 feet to the West line of said Arpent Lot 62; thence North $9^{\circ}44'36''$ West 105.47 feet along the West line of said Arpent Lot 62 to the POINT OF BEGINNING;

Containing 83,215 square feet (1.91 acres), more or less.

(D) That part of:

Arpent Lots 69, 70, 71, 72, 75, 76, 77, 78, 79, 80, 81 and 82, Old City Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, ALSO: That portion of Gregory Street and Alcaniz Street;

lying within the following described boundaries, to-wit: Begin on the West line of Arpent Lot 79, Old City Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, at a point 77.39 feet North $9^{\circ}44'19''$ West of the Southwest corner of said Arpent Lot 79, said point being the beginning of a curve, concave Northerly, having a radius of 952.00 feet; thence from a tangent bearing of North $89^{\circ}58'35''$ East run Northeasterly 210.30 feet along said curve through a central angle of $12^{\circ}39'24''$ to the end of curve; thence North $77^{\circ}19'11''$ East 155.98 feet; thence North $83^{\circ}54'36''$ East 207.93 feet to the beginning of a curve, concave Westerly, having a radius of 205.0 feet; thence from a tangent bearing of South $83^{\circ}59'49''$ East run Southeasterly, Southerly and Southwesterly 587.54 feet along said curve, through a central angle of $164^{\circ}12'42''$ to the end of curve, said point being the beginning of a curve, concave Northerly, having a radius of 929.93 feet; thence from a tangent bearing of South $80^{\circ}12'53''$ West run Southwesterly, Westerly and Northwesterly 347.96 feet along said curve, through a central angle of $21^{\circ}26'19''$ to the end of curve; thence South $9^{\circ}27'13''$ East 109.50 feet to the beginning of a curve, concave Southerly, having a radius of 8144.22 feet; thence from a tangent bearing of South $80^{\circ}32'47''$ West run Southwesterly 243.20 feet along said curve through a central angle of $1^{\circ}42'39''$ to the end of curve, said point being the beginning of a curve, concave Easterly, having a radius of 3761.97 feet; thence from a tangent bearing of North $7^{\circ}26'59''$ West run Northwesterly 168.25 feet along said curve through a central angle of $2^{\circ}33'45''$ to the end of curve, said point being the beginning of a curve, concave Westerly, having a radius of 3877.47 feet; thence run Northwesterly 308.43 feet along said curve through a central angle of $4^{\circ}33'27''$ to the end of curve; thence South $87^{\circ}42'34''$ East 4.35 feet to the beginning of a curve, concave Northerly, having a radius of 952.0 feet; thence run Southeasterly, Easterly and Northeasterly 38.45 feet along said curve through a central angle of $2^{\circ}18'51''$ to the end of curve and the POINT OF BEGINNING;

Containing 303,606 square feet (6.97 acres), more or less.

(E) That part of:

Arpent Lots 72, 73, 74, 82 and 83, Old City Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in

3.

1906; ALSO: Arpent Lot 32 and Lots 1, 2, and 3, Block 27, less the South 50 feet of the North 60 feet of said Lot 1, and less the West 10 feet of the South 50 feet of the North 60 feet of said Lot 2, and Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 26, all of New City Tract, according to the Map of said city, copyrighted by Thomas C. Watson in 1906; ALSO that portion of Gregory Street and 8th Avenue;

lying within the following described boundaries, to-wit: Begin on the East line of Arpent Lot 83, Old City Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, at a point 19.55 feet North $9^{\circ}54'11''$ West of the Southeast corner of said Arpent Lot 83; thence South $84^{\circ}12'59''$ East 213.85 feet to the beginning of a curve, concave Northeasterly, having a radius of 876.37 feet; thence run Southeasterly, Easterly and Northeasterly 238.12 feet along said curve through a central angle of $15^{\circ}34'04''$ to the end of curve; thence South $80^{\circ}12'57''$ West 233.0 feet; thence South $9^{\circ}52'32''$ East, 145.93 feet; thence South $80^{\circ}12'32''$ West 39.98 feet; thence North $9^{\circ}53'16''$ West 6.01 feet; thence South $80^{\circ}12'36''$ West 47.97 feet; thence South $9^{\circ}54'11''$ East 84.47 feet; thence North $80^{\circ}12'19''$ East 151.85 feet; thence South $9^{\circ}51'26''$ East 5.99 feet; thence North $80^{\circ}12'19''$ East 39.96 feet; thence North $9^{\circ}50'41''$ West 3.99 feet; thence North $80^{\circ}12'19''$ East 95.91 feet; thence South $9^{\circ}43'51''$ East 127.38 feet to the beginning of a curve, concave Northerly, having a radius of 1883.86 feet; thence from a tangent bearing of South $80^{\circ}30'22''$ West run Southwesterly 155.29 feet along said curve, through a central angle of $4^{\circ}43'23''$ to the end of curve; thence South $85^{\circ}13'47''$ West 132.95 feet; thence South $9^{\circ}54'11''$ East 4.01 feet; thence South $85^{\circ}13'47''$ West 190.66 feet; thence North $84^{\circ}11'49''$ West 152.59 feet; thence North $7^{\circ}12'06''$ East 136.67 feet to the beginning of a curve, concave Westerly, having a radius of 280.0 feet; thence run Northeasterly, Northerly and Northwesterly 307.98 feet along said curve through a central angle of $63^{\circ}01'13''$ to the end of curve; thence North $3^{\circ}11'41''$ West 18.09 feet to the beginning of a curve, concave Southerly, having a radius of 893.0 feet; thence from a tangent bearing of North $88^{\circ}46'03''$ East run Northeasterly, Easterly and Southeasterly 66.47 feet along said curve through a central angle of $4^{\circ}15'52''$ to the end of curve; thence South $9^{\circ}54'11''$ East 69.22 feet; thence North $80^{\circ}12'53''$ East 182.0 feet; thence North $9^{\circ}54'11''$ West 19.55 feet to the POINT OF BEGINNING;

Containing 175,344 square feet (4.03 acres), more or less.

(F) That part of:

Arpent Lots 64 and 65, Old City Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906; Also a portion of Chase Street lying between Arpent Lots 65 and 66 of said Old City Tract;

lying within the following described boundaries, to-wit: Commence at the Northeast corner of Arpent Lot 66, Old City Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906; thence run South $80^{\circ}12'23''$ West along the Northerly line of said Arpent Lot 66 a distance of 15.09 feet to the POINT OF BEGINNING; thence continue South $80^{\circ}12'23''$ West 209.42 feet; thence North $14^{\circ}01'09''$ West 77.05 feet; thence North $35^{\circ}56'19''$ West 96.88 feet to the beginning of a curve, concave Northwesterly, having a radius of 855.00 feet; thence from a tangent bearing of North $54^{\circ}03'41''$ East run Northeasterly 80.88 feet along said curve, through a central angle of $5^{\circ}25'12''$ to the beginning of a curve, concave Northwesterly, having a radius of 405.00 feet; thence from a tangent bearing of North $48^{\circ}38'29''$ East run Northeasterly 139.40 feet along said curve through a central angle of $19^{\circ}43'21''$ to the beginning of a curve, concave Southwesterly, having a radius of 956.44 feet; thence from a tangent bearing of South $34^{\circ}44'00''$ East run Southeasterly 307.05 feet along said curve through a central angle of $18^{\circ}23'39''$ to the end of curve and the POINT OF BEGINNING;

Containing 47,598 square feet (1.09 acres), more or less.

(G) That part of:

Lots 4, 5, 6, 7, 8, 16, 17, 18, 19, 20, 21 and 22, Block 20, East King Tract East of Thracona Street, according to Map of City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906;

4.

lying within the following described boundaries, to-wit: Begin at a point 40 feet South $00^{\circ}10'45''$ West and 7.01 feet North $8^{\circ}10'13''$ West of the Southeast corner of Lot 19, Block 20, East King Tract East of Tarragona Street, according to Map of City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906; thence run North $8^{\circ}10'13''$ West 91.99 feet; thence South $80^{\circ}10'48''$ West 119.0 feet; thence North $8^{\circ}10'13''$ West 20.17 feet; thence South $80^{\circ}07'11''$ West 66.63 feet; thence North $8^{\circ}11'22''$ West 120.15 feet; thence South $80^{\circ}03'31''$ West 11.81 feet to the beginning of a curve, concave Northwesterly, having a radius of 202.50 feet; thence from a tangent bearing of South $15^{\circ}08'12''$ East run Southeasterly, Southerly and Southwesterly 129.40 feet along said curve through a central angle of $36^{\circ}37'47''$ to the end of curve, said point being the beginning of a curve, concave Northeasterly, having a radius of 1079.33 feet; thence from a tangent bearing of South $67^{\circ}01'05''$ East run Southeasterly 247.06 feet along said curve through a central angle of $13^{\circ}07'10''$ to the end of curve and the POINT OF BEGINNING;

Containing 13,892 square feet (0.32 of an acre), more or less.

(H) That part of:

Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 144 and Lots 2, 3, 25 and 26, Block 143, Lots 1, 2, 3 and 4, Block 20, East King Tract, East of Tarragona Street, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, ALSO, that portion of Hayne Street and Belmont Street;

lying within the following described boundaries, to-wit: Begin at the Southeast corner of Lot 10, Block 144, East King Tract, East of Tarragona Street; according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906; thence run South $80^{\circ}12'24''$ West 2.83 feet to the beginning of a curve, concave Northeasterly, having a radius of 2889.79 feet; thence from a tangent bearing of North $27^{\circ}36'36''$ West run Northwesterly 250.80 feet along said curve through a central angle of $4^{\circ}58'20''$ to the end of curve, said point being the beginning of a curve concave Northeasterly, having a radius of 1012.64 feet; thence from a tangent bearing of South $43^{\circ}51'19''$ East run Southeasterly 269.73 feet along said curve through a central angle of $15^{\circ}00'26''$ to the end of curve, said point being the beginning of a curve, concave Northwesterly, having a radius of 1139.33 feet; thence run Southeasterly 114.56 feet along said curve through a central angle of $5^{\circ}45'46''$ to the end of curve, said point being the beginning of a curve, concave Easterly, having a radius of 202.50 feet; thence from a tangent bearing of South $7^{\circ}28'45''$ West run Southwesterly, Southerly and Southeasterly 61.14 feet along said curve through a central angle of $17^{\circ}18'00''$ to the end of curve; thence South $9^{\circ}49'15''$ East 32.0 feet; thence South $80^{\circ}10'45''$ West 37.5 feet; thence South $80^{\circ}10'42''$ West 149.8 feet; thence North $9^{\circ}51'53''$ West 119.02 feet to the POINT OF BEGINNING;

Containing 39,368 square feet (0.90 of an acre), more or less.

(I) That part of:

Lots 5, 6, 7 and 8, Block 20, Lots 1, 2 and 3, Block 21, Lots 6, 7, 8; 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, Block 143, Lot 12, Block 144, East King Tract, East of Tarragona Street according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, ALSO, that portion of Belmont Street and Hayne Street;

lying within the following described boundaries, to-wit: Begin on the West line of Block 20, East King Tract, East of Tarragona Street according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906 at a point 60.39 feet South $8^{\circ}13'34''$ East of the Northwest corner of said Block 20, said point being on a curve, concave Northeasterly, having a radius of 1079.33 feet; thence from a tangent bearing of North $61^{\circ}19'20''$ West run Northwesterly 46.37 feet along said curve through a central angle of $2^{\circ}27'35''$ to the end of curve, said point being the beginning of a curve, concave Northeasterly, having a radius of 952.64 feet; thence run Northwesterly 431.02 feet along said curve through a central angle of $25^{\circ}56'06''$ to the end of curve, said point being the beginning of curve, concave Easterly, having a radius of 2889.79 feet; thence from a tangent bearing of North $18^{\circ}44'32''$ West run Northwesterly 31.24 feet along said curve, through a central angle of $0^{\circ}37'10''$ to the end of curve; thence North $80^{\circ}07'31''$ East 250.86

5.

feet; thence South $8^{\circ}13'34''$ East 29.2 feet to the beginning of a curve, concave Northeastly, having a radius of 327.50 feet; thence run Southeastly 154.69 feet along said curve through a central angle of $27^{\circ}03'49''$ to the end of curve; thence South $35^{\circ}17'22''$ East 134.03 feet to the beginning of a curve, concave Westly, having a radius of 147.50 feet; thence run Southeastly, Southerly and Southwestly 143.34 feet along said curve, through a central angle of $55^{\circ}40'49''$ to the end of curve, said point being the beginning of a curve, concave Northeastly, having a radius of 1079.33 feet; thence from a tangent bearing of North $64^{\circ}05'34''$ West run Northwestly 52.17 feet along said curve through a central angle of $2^{\circ}46'14''$ to the end of curve and the POINT OF BEGINNING;

Containing 75,510 square feet (1.73 acres), more or less.

(J) A parcel of land, situate, lying and being in Lots 1, 2 and 3, Block 21, East King Tract, East of Tarragona Street according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906 and being described as follows: Begin at the Southeast corner of said Lot 1; thence run North $8^{\circ}11'27''$ West 75.24 feet; thence South $80^{\circ}04'38''$ West 56.2 feet; thence South $35^{\circ}17'22''$ East 83.23 feet; thence North $00^{\circ}03'31''$ East 18.27 feet to the POINT OF BEGINNING of parcel of land herein described;

Containing 2800 square feet (0.06 of an acre), more or less.

(K) That part of:

Block 142, East King Tract, East of Tarragona Street, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906;

lying within the following described boundaries, to-wit: Begin on the East line of Block 142, at a point 10.0 feet North $8^{\circ}13'34''$ West of the Southeast corner of said Block 142; thence continue North $8^{\circ}13'34''$ West 35.07 feet; thence South $80^{\circ}08'30''$ West 44.04 feet to the beginning of a curve, concave Easterly, having a radius of 4518.66 feet; thence from a tangent bearing of North $20^{\circ}48'36''$ West run Northwestly 248.84 feet along said curve through a central angle of $3^{\circ}09'19''$ to the end of curve; thence North $80^{\circ}13'47''$ East 91.55 feet; thence North $53^{\circ}59'53''$ West 6.98 feet; thence South $80^{\circ}13'47''$ West 288.39 feet; thence South $9^{\circ}23'16''$ East 5.08 feet to the beginning of a curve, concave Easterly, having a radius of 2889.79 feet; thence from a tangent bearing of South $11^{\circ}14'09''$ East run Southeastly 286.91 feet along said curve through a central angle of $5^{\circ}41'18''$ to the end of curve; thence North $80^{\circ}07'31''$ East 258.14 feet; thence North $35^{\circ}56'59''$ East 7.18 feet to the POINT OF BEGINNING;

Containing 64,555 square feet (1.48 acres), more or less.

(L) That part of:

Blocks 140 and 141, East King Tract, East of Tarragona Street, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906; ALSO, that part of Gadsden Street;

lying within the following described boundaries, to-wit: Begin on the East line of Block 141, East King Tract, East of Tarragona Street, according to the Map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906, at a point 5.0 feet North $8^{\circ}13'34''$ West of the Southeast corner of said Block 141; thence continue North $8^{\circ}13'34''$ West 5.0 feet; thence South $80^{\circ}13'47''$ West 102.58 feet to the beginning of a curve, concave Easterly, having a radius of 4518.66 feet; thence from a tangent bearing of North $16^{\circ}45'34''$ West run Northwestly 291.69 feet along said curve through a central angle of $3^{\circ}41'55''$ to the end of curve; thence North $80^{\circ}00'44''$ East 136.55 feet; thence North $8^{\circ}13'34''$ West 50.02 feet; thence South $80^{\circ}00'44''$ West 106.48 feet; thence North $9^{\circ}18'55''$ West 120.54 feet; thence North $80^{\circ}04'15''$ East 3.88 feet; thence North $9^{\circ}51'52''$ West 30.13 feet; thence South $80^{\circ}05'09''$ West 58.20 feet; thence North $9^{\circ}51'53''$ West 90.37 feet; thence North $80^{\circ}09'04''$ East 14.80 feet to the beginning of a curve; concave Easterly, having a radius of 4518.66 feet; thence from a tangent bearing of North $9^{\circ}22'07''$ West run Northwestly 23.84 feet along said curve, through a central angle of $0^{\circ}18'08''$ to the end of curve; thence South $80^{\circ}09'44''$ West 170.07 feet; thence South $9^{\circ}51'53''$ East 610.16 feet; thence North $80^{\circ}13'47''$ East 304.85 feet to the POINT OF BEGINNING;

Containing 121,727 square feet (2.79 acres), more or less.

THIS INSTRUMENT WAS PREPARED BY:
P. R. HINER
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
GAINESVILLE, FLORIDA
DESCRIPTION APPROVED: 02-08-79.

FB 270-24069240

Air Space

AMENDATORY AGREEMENT

Whereas, it is to the mutual benefit of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "DEPARTMENT", and the CITY OF PENSACOLA, a municipal corporation, hereinafter called the "CITY", that certain property leased by the DEPARTMENT to the CITY by agreement dated March 8, 1979 be subleased for the purpose of private development the results of which would enure to the public benefit by expanding the economic welfare and tax base of the community and the state, and

Whereas, paragraph number 10.01 (relating to indemnity) of the aforesaid agreement is found to have been an impediment to the willingness of private developers to sublease such property, and

Whereas, it is mutually agreed by the DEPARTMENT and the CITY that each would be benefited by an amendment of the aforesaid agreement which would remove an impediment to the subleasing of such property, NOW THEREFORE,

FOR AND IN CONSIDERATION of the foregoing, the mutual benefits to be enjoyed and other good and valuable consideration, the DEPARTMENT and the CITY agree as follows:

1. Paragraph number 10.01 of that certain agreement between the CITY and the DEPARTMENT dated March 8, 1979 wherein the DEPARTMENT leased to the CITY certain parcels of real property upon and adjacent to the right-of-way of Interstate Highway I-110 in the City of Pensacola, Escambia County, Florida, is amended by adding the following:

Provided, however, nothing herein shall require the City to indemnify, defend or save harmless the DEPARTMENT or FHWA against claims for damages for personal injury, loss of life or property damage arising out of or in connection with defective design or negligent construction or maintenance of the highway.

2. Except as hereinabove noted, the aforesaid agreement shall in all other respects remain in full force and effect.

3. This amendatory agreement shall take effect when executed by the authorized representatives of the CITY and the DEPARTMENT.

IN WITNESS WHEREOF, the CITY and the DEPARTMENT have caused this amendatory agreement to be executed by their duly authorized representatives.

Attest:

CITY OF PENSACOLA

Pauline Johns
City Clerk

Lee Cannon
By: City Manager

Date: June 15, 1981

Attest:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Joyce A. Yarn
EXECUTIVE SECRETARY (SEAL)

Joseph D. Vann
By:

SECRETARY OF TRANSPORTATION

Title:

Date: 25 June 1981

APPROVED AS TO FORM, LEGALITY
FLORIDA DEPARTMENT OF TRANSPORTATION

BY: [Signature]
ATTORNEY

EXHIBIT C
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1900 West Loop South, Suite 1600 Houston TX 77027	CONTACT NAME: Jodi Madrid PHONE (A/C No. Ext): 713-358-7852 E-MAIL ADDRESS: jodi_madrid@ajg.com	FAX (A/C, No): 713-622-6722
	INSURER(S) AFFORDING COVERAGE	
License#: BR-724491 INNIHOT-02	INSURER A: Hartford Underwriters Insurance Company	30104
INSURED The Hive Foundation, Inc. 113 Baybridge Dr. Gulf Breeze, FL 32561	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 536747235** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	61SBMAU70EY	10/25/2022	10/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			61SBMAU70EY	10/25/2022	10/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 501 N. Hayne Street, Pensacola, FL 32501

Certificate holder is an additional insured per the Business Liability Coverage form SL3032, where required by written contract. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SL000.

CERTIFICATE HOLDER City of Pensacola 222 W. Main St. Pensacola FL 32502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01077

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jennifer Brahier

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1

RECOMMENDATION:

That City Council approve funding of \$1,000 for The Watson Family Foundation Thanksgiving Food Give Away, \$2,000 for Manna Food Pantries, \$1,000 for Ecomfort, Inc. at the Epps Christian Center, \$1,000 for the H.Y.P.E. Annual Turkey Drive and \$1,000 for the Humane Society from the City Council Discretionary Funds for District 1.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Watson Family Foundation was created in 2016 with the opening of the Watson Firm, PLLC. Attorney Aaron Watson and his wife, Kimberly, were so moved by the community's support upon opening their law firm that they immediately began looking for meaningful ways to give back. The Watson Firm soon became known for its annual Thanksgiving Dinner Giveaway and its Backpack Giveaway. Guided by generational values, the Watsons believe in continuing their family legacy of faith-based outreach, community service and mentorship. The Watson Family Foundation's mission is to help bridge the gap that separates deserving families from the support needed to guide them toward leading thriving lives. Funding will be used towards their Annual Thanksgiving Dinner Giveaway.

Manna Food Pantries is a local grassroots organization fighting hunger in Escambia and Santa Rosa Counties. They provide groceries directly to individuals and families in need, free of charge. The majority of their funding comes from individuals, faith-based organizations, corporations and businesses. Manna is nonsectarian, community focused and volunteer support. They believe every person has a right to live free of hunger and to be treated with respect and dignity. Funding will be used to provide food for families during the holidays.

Ecomfort is the outreach branch of the Epps Christian Center. The mission of Ecomfort, Inc. is to reach out to the hungry, homeless and hurting in the community. The primary goal of Ecomfort is to improve individual and families socioeconomic status. They plan to accomplish this goal by helping individuals increase their disposable income. Their soup kitchen programs receives and distributes over 60,000 pounds of food a month and gives away food to more than 7,000 people monthly. In 2018 they opened a resource center to help individuals receive needed assistance with job applications, applying for assistance benefits and providing linkage services. Funding will be used towards the distribution of food for individuals and families.

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

Incorporated in 1943, the Pensacola Human Society originally rounded up strays and investigated animal cruelty cases. Over the decades the shelter moved from an old wooden building to a small masonry structure to its current location, and along the way added educational programs and popular fundraisers. In 1985 they became a no-kill facility, where dogs and cats are provided food, shelter, medical care and love until they find their forever homes. In the forefront of spay and neuter education, the Pensacola Humane Society has led the way over seven decades in the believe that animals are sentient beings who experience pain and suffering and that it is their responsibility to attend to their needs and to treat them with dignity and respect. Funding will be used towards the purchase of food for the animals in their care.

PRIOR ACTION:

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

FUNDING:

Budget:	\$16,635 <u>10,700</u> \$27,335	Current Balance - FY 22 District 1 Discretionary Funds FY 23 District 1 Discretionary Funds
Actual:	\$ 1,000 2,000 1,000 1,000 <u>1,000</u> \$ 6,000	Watson Family Foundation Manna Food Pantries Ecomfort, Inc. (Epps Christian Center) H.Y.P.E. Annual Turkey Drive Humane Society of Pensacola

FINANCIAL IMPACT:

A balance of \$16,635 is currently within the District 1 Discretionary Fund Account in FY 2022 and

\$10,700 within the District 1 Discretionary Fund Account in FY 2023 for a total available amount of \$27,335. Upon approval by City Council, a balance of \$10,335 will remain within that account in FY 2022 and \$10,700 will remain in the FY 2023 District 1 Discretionary Fund Account. The balance remaining in FY 2022 will be carried forward to FY 2023 on the Unencumbered Carryover Resolution to be brought before City Council at the December 2022 City Council Meeting.

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01100

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER SHERRI MYERS - DISTRICT 2

RECOMMENDATION:

That City Council approve funding of \$1,000 to Everett Animal Welfare Group from the City Council Discretionary Funds for District 2.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Everett Animal Welfare Group is an all-volunteer organization that works to reduce the number of animals put down in Escambia and Santa Rosa County-owned animal shelters in Florida through spay and neuter of cats and dogs; and Trap, Neuter and Return (TNR) of community cats. They promote responsible pet ownership and the human animal bond through adoption, education, and collaboration. Funding will be used for spaying and neutering homeless cats within the City Limits.

PRIOR ACTION:

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

FUNDING:

Budget:	\$ 941	Current Balance-FY 22 District 2 Discretionary Funds
	<u>10,700</u>	FY 23 District 2 Discretionary Funds
	<u>\$11,641</u>	
Actual:	\$ 1,000	Everett Animal Welfare Group

FINANCIAL IMPACT:

A balance of \$941 is currently within the District 2 Discretionary Fund Account in FY 2022 and \$10,700 within the District 2 Discretionary Fund Account in FY 2023 for a total available amount of \$11,641. Upon approval by City Council, a balance of \$10,641 will remain in the FY 2023 District 2 Discretionary Fund Account.

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01027

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING -ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - COASTAL MANAGEMENT ELEMENT.

RECOMMENDATION:

That City Council conduct the second of two required public hearings on November 10, 2022 to adopt the proposed amendment to the City's Comprehensive Plan specific to the Coastal Management Element.

HEARING REQUIRED: Public

SUMMARY:

In 2015 the Florida Legislature passed the Peril of Flood law which specified new requirements for the Coastal Management Element of local government's Comprehensive Plans. These requirements are related to coastal flooding and the impacts of sea level rise.

Pursuant to Section 163.3178(2)(f), Fla. Stat. (Peril of Flood Law) the attached amendments have been drafted for the City's Coastal Management Element of the Comprehensive Plan.

City Council conducted the first required public hearing on June 16, 2022, and voted to approve the amendment on first reading, and transmit it to the Department of Economic Opportunity (DEO) for review. DEO has completed their review, and did not have any objections, recommendations or comments for the City to address, which requires the amendment to now move to the adoption hearing for final action.

The Planning Board unanimously recommended approval of the proposed amendments in a 6 to 0 vote at their regular meeting on April 12, 2022.

PRIOR ACTION:

June 16, 2022 - City Council conducted the first of two required public hearings and voted to approve Proposed Ordinance No. 29-22 on first reading and transmit to the Department of Economic Opportunity for review.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

4/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator, Community Development
Sherry Morris, AICP, Development Services Department Director
Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

- 1) DEO Letter - September 27, 2022
- 2) Proposed Ordinance No. 29-22
- 3) Planning Board Minutes April 12, 2022

PRESENTATION: No

September 27, 2022

The Honorable Grover C. Robinson
Mayor, City of Pensacola
222 West Main Street
Pensacola, Florida 32502

Dear Mayor Robinson:

The Department of Economic Opportunity ("Department") has completed its review of the proposed comprehensive plan amendment for the Pensacola (Amendment No. 22-01ER), which was received and determined complete on August 1, 2022. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. The Department does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by the Department from the appropriate reviewing agencies, if any, are enclosed.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment. **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of the Department's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S.

If you have any questions related to this review, please contact Barbara Powell, Regional Planning Administrator, by telephone at (850) 717-8504 or by email at barbara.powell@deo.myflorida.com.

Sincerely,



Barbara Powell, Regional Planning Administrator
Bureau of Community Planning and Growth

BP/de

Enclosure: Procedures for Adoption

cc: Cynthia Cannon, Planning and Zoning Manager, City of Pensacola
Austin Mount, Executive Director, Emerald Coast Regional Council

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | www.Twitter.com/FLDEO | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department’s electronic amendment submittal portal “**Comprehensive Plan and Amendment Upload**”

(<https://floridajobs.secure.force.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, in **color format**, clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity to the ORC report from the Department of Economic Opportunity.

From: [Plan Review](#)
To: [Eubanks, Ray](#); [DCPexternalagencycomments](#)
Cc: [Plan Review](#)
Subject: [EXTERNAL] - Pensacola 22-01ER Proposed
Date: Tuesday, August 30, 2022 5:52:44 PM
Attachments: [image002.png](#)

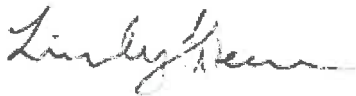
To: Ray Eubanks, DEO Plan Review Administrator

Re: Pensacola 22-01ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to plan.review@floridadep.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



PROPOSED
ORDINANCE NO. 29-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, COASTAL MANAGEMENT ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the City of Pensacola conducted a public hearing on June 16, 2022 to consider amendments to the Comprehensive Plan; and

WHEREAS, said amendments will affirmatively contribute to the health, safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in Section 163.3184, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendments to the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendments to the Comprehensive Plan of the City of Pensacola;

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

SECTION 1. The City of Pensacola City Council does hereby approve for adoption, after transmittal to the state land planning agency and the completion of the statutory process set forth in Section 163.3184, these amendments to the City's Comprehensive Plan.

COASTAL MANAGEMENT ELEMENT

GOAL CM-1: The City shall manage the coastal system natural resources within the City limits in a manner that will maintain or enhance environmental, recreational, historic and economic qualities, protect human life, provide resiliency benefits and limit public expenditures in coastal areas.

Objective CM-1.1: The City shall encourage resilient shoreline development of those land uses which are dependent on or related to access to the water.

Policy CM-1.1.1: Shoreline development in Coastal High Hazard Area (CHHA) shall be prioritized as follows to the maximum extent feasible

- A. Water dependent uses
 - 1. Commercial
 - 2. Light industrial
- B. Water related recreation
- C. Residential
- D. Commercial

Policy CM-1.1.2: All City owned or City financed waterfront development, except for industrial uses, shall provide for public waterfront access and shall be constructed considering future flood risk and sea level rise. All City owned and financed waterfront development using funds appropriated from the state shall comply with the requirements of Section 161.551, F.S.

Policy CM-1.1.3: The City shall encourage and coordinate in the development of additional marina facilities and fishing piers provided they meet the following criteria:

- * The use is compatible with surrounding land uses.
- * Upland support services are available.
- * A hurricane contingency plan is in place.
- * The water quality concerns have been addressed.
- * A plan is in place for mitigation actions in the event that the environment is adversely affected.
- * Buildings and supporting infrastructure is planned to incorporate considerations of impacts from future flood risk and sea level rise.
- * The economic need and feasibility for the facility have been established.

Policy CM-1.1.4: The City shall continue to provide for the siting of water-dependent and water-related uses through the zoning guidelines of the appropriate land use districts.

Policy CM-1.1.5: The City shall continue to utilize and develop its deepwater port, coordinating the port's activities with other City, County, regional, state and federal agencies in the following areas: transportation, land use, resiliency, natural and man-made hazards, protection of natural resources.

Policy CM-1.1.6: The City shall ~~enhance~~ maintain the urban waterfront through proper land use planning, the public acquisition of land for parks and open space, resiliency planning and adaptation, and the establishment of downtown waterfront pedestrian connections.

Objective CM-1.2: The City shall limit public expenditures that subsidize development in the Coastal High Hazard Area (CHHA) except for restoration, resiliency and adaptation projects, or enhancement of natural resources.

Policy CM-1.2.1: The Coastal High Hazard Area (CHHA) will be the area seaward of the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy CM-1.2.2: Public funds shall be expended in the CHHA only in developments: that comply with residential densities adopted in this plan that will produce no adverse affects to the surrounding land uses or the environment without approved mitigation or adaptation plans; and/or, that would further open up the waterfront to public access.

Policy CM-1.2.3: The City shall take ~~whatever actions that are necessary~~ so that all new public facilities located near the City's shoreline or in the CHHA are resistant to storm events and meet all the building standards for the hurricane-force winds and floods including future flood risk from sea level rise. This may include the relocation of such facilities if they could be better protected to avoid impacts from future flood risk.

Objective CM-1.3: In accordance with the City's land development code, the City shall continue to direct high density population developments away from the City's CHHA.

Policy CM-1.3.1: Future residential land use in the CHHA shall be limited to the following densities by location:

- * Low density - along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores

of Bayou Texar.

- * Medium density - along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- * High density - Historic District.

Policy CM-1.3.2: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective CM-1.4: The City shall ~~provide~~ maintain, and if ~~necessary~~ feasible increase public access to available shoreline consistent with estimated need.

Policy CM-1.4.1: The City will limit vacations of public rights-of-way to maintain the public access to shorelines.

Policy CM-1.4.2: The City will continue to work with Escambia County to maintain and, if feasible, increase shoreline access to the public.

Policy CM-1.4.3: The City shall review and enforce the public access requirements of the Coastal Zone Protection Act of 1996.

Policy CM-1.4.4: The City shall coordinate land use plans for shoreline access to include proper circulation routes and parking facilities necessary for the particular locations and uses.

Policy CM-1.4.5: The City shall coordinate with the Escambia County Transit System for provision of public transportation to shoreline facilities.

Policy CM-1.4.6: The City shall promote public access and increase overall connectivity between existing neighborhoods and Pensacola Bay.

Objective CM-1.5: The City shall allow development in the CHHA only if it will not create a deficiency in the adopted minimum levels of service.

Policy CM-1.5.1: Level of service standards in the CHHA shall be consistent with those of the rest of the City to the extent practicable.

~~Policy CM-1.5.2: The City shall take all appropriate steps to provide that funding for infrastructure will be phased to coincide with the demands generated by development or redevelopment in the CHHA provided the development meets all the requirements of density and use set forth in the Future Land Use Plan is consistent with coastal resource protection and safe evacuation.~~

Objective CM-1.6: The City shall coordinate with State, regional and county agencies in evaluating major evacuation routes and determining where operational improvements can be made to maintain or reduce hurricane evacuation times or flood risk and shall work with the Civil Defense and Red Cross in identification and provision of adequate emergency shelter.

Policy CM-1.6.1: In the event of a natural disaster, the City shall respond to the instruction and guidance of the Escambia County Civil Defense office and follow the recommendations from the *Tri-State Hurricane Evacuation Study* for evacuation procedures.

Policy CM-1.6.2: The City shall periodically review the natural disaster plan, taking into consideration the capacity of evacuation routes as compared to the predicted population density listed in the Future Land Use Plan Element and other publications relating to natural disaster planning and vulnerability to sea level rise and other future flood risk.

Objective CM-1.7: The City will update post-disaster redevelopment plans based on building and construction regulations, city codes, and intergovernmental reports in coordination with Escambia County in order to minimize or eliminate the exposure of human life and property to natural disaster hazards, as necessary.

~~Policy CM-1.7.1: The City will enforce and/or establish any necessary building and development codes to minimize damage to human life and property from a natural disaster.~~

Policy CM-1.7.3: Following a natural disaster, the City will seek Federal Acquisition and donation of properties along CHHA that have been damaged beyond repair, provided for by section 1362 of the NFIP.

Policy CM-1.7.4: The City shall identify all areas needing redevelopment to reduce or eliminate unsafe conditions and inappropriate uses in the CHHA.

Policy CM-1.7.5: The Post-Disaster Redevelopment Plan shall establish policies for the following: differentiating between repair and clean-up actions which are needed to protect public health and safety and those actions which constitute long-term repair and redevelopment activities; practices for removal, relocation or structural modification of damaged infrastructure and unsafe structures; limiting redevelopment in areas of repeated damage; and incorporating recommendations of interagency hazard mitigation reports into the local Comprehensive Plan.

Policy CM-1.7.6: The City shall develop regulatory or management techniques for general hazard mitigation including regulation of: beach alteration; stormwater management; and sanitary sewer facilities.

Policy CM-1.7.7: The City shall incorporate the recommendations of the hazard mitigation annex of the local peacetime emergency plan and applicable existing interagency hazard mitigation reports.

GOAL CM-2: The City shall plan for, and adapt to, the perils of flood associated with the potential impacts of sea level rise to become a more resilient community and eliminate inappropriate and unsafe development in the coastal areas when opportunities arise.

Objective CM-2.1: The City shall include in its planning efforts development and redevelopment principles, strategies, and engineering solutions that reduce flood risk in coastal areas across the community, which results from the potential impacts of sea-level rise.

Policy 2.1.1: By 2021, the City shall conduct a vulnerability assessment that incorporates sea level rise projections for 2040, 2070 and 2100 to inform adaptation priorities. The vulnerability assessment shall help prioritize capital improvements planning to address near term vulnerabilities. Subject to funding availability, it is recommended that the vulnerability assessment be updated no less than every 10 years and incorporate a review of data to determine the most recent and appropriate sea level rise projections. Subsequent updates of the vulnerability assessment shall be consistent with state law including but not limited to Section 380.093, F.S. related to requirements for conducting vulnerability assessments.

Policy 2.1.2: By 2024, the City will include potential sea level rise projections in planning for development and redevelopment projects.

Policy 2.1.3: City shall promote strategies that include best practices that prioritize elevation and flood proofing, protection of building mechanical systems, onsite retention and pervious surfaces, shoreline protection and accommodation, site-specific flood management techniques, green infrastructure, maintaining access to services and managed retreat.

Policy 2.1.4: The City shall collaborate with its infrastructure, other service providers, the Florida Department of Transportation, the Florida Department of Environmental Protection, Escambia County, the Pensacola & Perdido Bays Estuary Program, Northwest Florida Water Management District and other regional partners to exchange climate and sea level rise data, plans, projects, programs and solutions to

address future vulnerability and flood risks. The City shall actively coordinate with the Florida Department of Environmental Protection on the Resilient Florida Grant Program, Comprehensive Statewide Flood Vulnerability and Sea level Rise Dataset, Assessment and Plan developed pursuant to Section 380.093, F.S.

Policy 2.1.5: All City owned and financed projects initiated and undertaken by a state- financed constructor in the coastal building zone related to major and non-habitable major structures, as defined in Section 161.54, F.S., using funds appropriated from the state shall comply with the requirements of Section 161.551, F.S. and Rule 62S-7, F.A.C.

Objective CM-2.2: The City shall encourage the use of best practices development and redevelopment principles, strategies, development techniques and engineering solutions at the site level that will result in the reduction of losses due to flooding and claims made under flood insurance policies. This shall include the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.

Policy 2.2.1: All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in the City's Floodplain Management provisions or the Florida Building Code, shall be located and constructed to minimize flood damage, meet floodway requirements, be appropriately anchored, including flood damage-resistant materials and have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE24.

Policy 2.2.2: In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

Policy 2.2.3: The floodplain administrator / building official shall review all permit applications and plans to determine that the proposed development or redevelopment can be constructed such that it is reasonably safe from flooding. If a proposed development or redevelopment site is located in a flood hazard area, all site development activities including new construction and substantial improvements shall

be designed and constructed with methods, practices and materials that will minimize the potential for flood damage.

Policy 2.2.4: The City shall continue to enforce setback and elevation requirements to promote the protection and safety of life and property. Expansions to the existing setback requirements contained in the land development regulations shall be considered as a means of reducing property damage caused by storms.

Policy 2.2.5: The City shall require that, to the greatest extent practicable, development activity, such as land clearing, grading and filling will not disturb natural drainage patterns.

Policy: 2.2.6: The City shall enforce all elevation requirements for structural, ancillary, electrical, water, wastewater and mechanical systems to mitigate risk from flooding impact.

Policy 2.2.7: Manufactured home construction must meet requisite elevation requirements, minimize flood damage and be reasonably safe from flooding, must be installed by licensed installers, must adhere to all Florida Building Code foundation, anchoring, elevation, enclosure and utility equipment requirements. New installations of manufactured homes shall not be permitted in floodways.

Policy 2.2.8: All public utilities and facilities such as sewer, gas, electric, communications, and water systems must be located and constructed to minimize or eliminate flood damage. Specifically, adequate drainage must be provided to reduce exposure to flood hazards; in at risk flood zones (AH and AO), adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Policy 2.2.9: No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless a floodway encroachment analysis demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation. Fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

Policy 2.2.10: The City shall continue to provide public information related to the revisions, development and adoption of FEMA's FIRM Flood Maps as well as strategies to increase resiliency to storm events and flooding in vulnerable areas.

Policy 2.2.11: Within one (1) year of final adoption of any updates to FEMA's Flood Insurance Rate Maps (FIRMs), the City shall review land development and floodplain management regulations to reflect updated flood risk data.

Policy 2.2.12: The City shall consider floodplain management and CHHA issues in making public acquisition decisions.

Policy 2.2.13: The City shall align housing policies focusing on affordability and workforce housing, code compliant reconstruction, elevation, floodproofing, relocation and other mitigation strategies to reduce losses from flooding and claims made under flood insurance policies.

Objective CM-2.3: The City shall maintain regulations consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60.

~~Policy CM-4.7.4~~ Policy 2.3.1: The City will enforce and/or establish any necessary building and development codes to minimize damage to human life and property from a natural disaster.

Policy 2.3.2 The City shall maintain, review and update, at least every five (5) years, its Floodplain Management Regulations (Chapter 12-9):

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development that may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;

- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas; and
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in 44 CFR 59.22.

Policy 2.3.3: The City shall continue its policy of reviewing the current Building Code and, as appropriate, adopting structural standards and site alteration restrictions that meet or exceed the minimum FEMA requirements. The recommendations of the applicable interagency hazard mitigation report shall be considered in revisions to the Code.

Policy 2.3.4: The City shall maintain and review regulations in special flood hazard areas to require construction by methods and practices that minimize flood damage, including but not limited to, anchoring by pilings or columns to prevent flotation, collapse and lateral movement of the structure; preventing the expansion, improvement or repair of construction below elevated post-FIRM buildings; prohibiting manmade alteration of dunes, mangrove stands or wetlands which would increase the potential of flood damage and elevation or freeboard standards for structures, electrical and mechanical equipment.

Objective CM-2.4: The City shall participate, and seek to enhance participation, in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

Policy 2.4.1: The City shall continue to participate in the National Flood Insurance Program (NFIP) Community Rating System (CRS) to the maximum extent possible and shall continue to seek to improve its current CRS Class rating.

Policy 2.4.2: The City shall continue to coordinate intergovernmental efforts related to participation in CRS, public outreach, sea level rise planning and disaster preparedness and recovery, to maximize County and flood insurance policy holder benefits.

Policy 2.4.3: The City shall consider the development of a CRS-compliant Watershed Management Plan as part of its next cycle visit for CRS participation.

GOAL CM-23: The City shall ensure the highest environmental quality feasible, the City will seek to conserve, protect, and properly manage its natural resources.

Objective CM-23.1: The City shall protect, conserve or enhance coastal wetlands, living marine resources and wildlife habitat.

Policy CM-23.1.1: The City shall limit the specific and cumulative impacts of development and redevelopment which will have adverse effects on wetlands, water quality, wildlife habitat, living marine resources and beach systems by prohibiting these developments unless mitigation actions are specified or by withholding public funds from these projects.

Policy CM-23.1.2: By the year 2021, the City shall restore or enhance disturbed or degraded natural areas for City-owned property including beaches, estuaries, wetlands, shoreline ecosystems, and drainage systems and shall establish programs to mitigate future disruptions or degradations.

Policy CM-23.1.3: The City shall establish standards for new development adjacent to wetlands to reasonably assure that the quality and quantity of their stormwater discharge does not adversely impact the physical and/or ecological features of those habitats.

Policy CM-23.1.4: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance coastal wetlands, living marine resources and wildlife habitat unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective CM-23.2: The City shall maintain and improve estuarine environmental quality.

Policy CM-23.2.1: The City shall coordinate with Escambia County and the City of Century through the existing interlocal agreement to conduct stormwater management plans which will provide recommendations for preventing estuarine pollution, controlling surface water runoff and protecting living marine resources.

Policy CM-23.2.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local estuarine protection goals.

Policy CM-23.2.3: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance estuarine environmental quality

unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Policy CM-23.2.4: The City shall work with local organizations, regional, state agencies to establish procedures to protect and increase the water quality near existing shorelines.

Objective CM-23.3: The City shall reasonably assure that impacts of man-made structures on beach systems are minimal.

Policy CM-23.3.1: Construction in the CHHA shall conform to regulations set forth in the Land Development Code for floodplain management.

Objective CM-23.4: The City shall coordinate with the West Florida Historic Preservation, Inc. and other appropriate agencies in the protection, preservation or sensitive reuse of historic resources.

Policy CM-23.4.1: The City shall continue to support the Historic Pensacola Preservation Board in its efforts to identify historic sites and register them with the proper agencies.

Policy CM-23.4.2: Through historic zoning district guidelines and building codes, the City shall continue to establish controls for safe construction practices and for retaining the character of development within the districts.

Objective CM-23.5: The City shall continue to discourage off shore oil and gas drilling in the coastal areas of North Florida, and the City shall continue to demand accountability for clean-up of any leaks or spills of oil or oil products as well as other contaminants and pollutants.

Policy CM-23.5.1: The City shall continue to cooperate with other local and state agencies in opposition to the leasing of coastal area waters for offshore oil and gas drilling through appropriate actions. Further, the City shall cooperate with local, state and federal agencies in the clean-up efforts following the Deepwater Horizon oil spill and any other oil leak or spill as well as other contaminants and pollutants that affect waterways within the city limits.

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. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD

April 12, 2022

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Powell, Board Member Sampson

MEMBERS ABSENT: Board Member Villegas (virtual – no voting).

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

STAFF VIRTUAL: Senior Planner Statler

OTHERS PRESENT: Bob Cordes, Jim English, Brian Spencer, Bob Humley

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
- Variance Request – 523 E. Gregory Street
- Aesthetic Review – 523 E. Gregory Street
- Site Plan and Aesthetic Review – 711 S. Palafox Street
- Request for Map Amendments – Baptist Hospital Annexation
- Request for Map Amendments – Mark Eaton Annexation
- Request for Map Amendments – Richards Memorial United Church Property Annexation
- Comprehensive Plan Amendment – Coastal Management Element
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

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

Approval of Meeting Minutes - Board Member Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.

New Business –

Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

Aesthetic Review – 523 E. Gregory Street

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

Site Plan and Aesthetic Review – Application – 711 S. Palafox Street

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

Comprehensive Plan Amendment – Coastal Management Element

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

Open Forum – none

Discussion – none

Adjournment – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 29-22

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 29-22 - ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - COASTAL MANAGEMENT ELEMENT

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 29-22 on second reading.

AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, COASTAL MANAGEMENT ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

In 2015 the Florida Legislature passed the Peril of Flood law which specified new requirements for the Coastal Management Element of local government's Comprehensive Plans. These requirements are related to coastal flooding and the impacts of sea level rise.

Pursuant to Section 163.3178(2)(f), Fla. Stat. (Peril of Flood Law) the attached amendments have been drafted for the City's Coastal Management Element of the Comprehensive Plan.

City Council conducted the first required public hearing on June 16, 2022, and voted to approve the amendment on first reading, and transmit it to the Department of Economic Opportunity (DEO) for review. DEO has completed their review, and did not have any objections, recommendations or comments for the City to address, which requires the amendment to now move to the adoption hearing for final action

The Planning Board unanimously recommended approval of the proposed amendments in a 6: 0 vote at their regular meeting on April 12, 2022.

PRIOR ACTION:

June 16, 2022 - City Council conducted the first of two required public hearings and voted to approve Proposed Ordinance No. 29-22 on first reading and transmit to the Department of Economic Opportunity for review.

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FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

4/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator, Community Development
Sherry Morris, AICP, Development Services Department Director
Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

- 1) Proposed Ordinance No. 29-22
- 2) DEO Letter - September 17, 2022
- 3) Planning Board Minutes April 12, 2022

PRESENTATION: No

PROPOSED
ORDINANCE NO. 29-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, COASTAL MANAGEMENT ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the City of Pensacola conducted a public hearing on June 16, 2022 to consider amendments to the Comprehensive Plan; and

WHEREAS, said amendments will affirmatively contribute to the health, safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in Section 163.3184, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendments to the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendments to the Comprehensive Plan of the City of Pensacola;

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

SECTION 1. The City of Pensacola City Council does hereby approve for adoption, after transmittal to the state land planning agency and the completion of the statutory process set forth in Section 163.3184, these amendments to the City's Comprehensive Plan.

COASTAL MANAGEMENT ELEMENT

GOAL CM-1: The City shall manage the coastal system natural resources within the City limits in a manner that will maintain or enhance environmental, recreational, historic and economic qualities, protect human life, provide resiliency benefits and limit public expenditures in coastal areas.

Objective CM-1.1: The City shall encourage resilient shoreline development of those land uses which are dependent on or related to access to the water.

Policy CM-1.1.1: Shoreline development in Coastal High Hazard Area (CHHA) shall be prioritized as follows to the maximum extent feasible

- A. Water dependent uses
 - 1. Commercial
 - 2. Light industrial
- B. Water related recreation
- C. Residential
- D. Commercial

Policy CM-1.1.2: All City owned or City financed waterfront development, except for industrial uses, shall provide for public waterfront access and shall be constructed considering future flood risk and sea level rise. All City owned and financed waterfront development using funds appropriated from the state shall comply with the requirements of Section 161.551, F.S.

Policy CM-1.1.3: The City shall encourage and coordinate in the development of additional marina facilities and fishing piers provided they meet the following criteria:

- * The use is compatible with surrounding land uses.
- * Upland support services are available.
- * A hurricane contingency plan is in place.
- * The water quality concerns have been addressed.
- * A plan is in place for mitigation actions in the event that the environment is adversely affected.
- * Buildings and supporting infrastructure is planned to incorporate considerations of impacts from future flood risk and sea level rise.
- * The economic need and feasibility for the facility have been established.

Policy CM-1.1.4: The City shall continue to provide for the siting of water-dependent and water-related uses through the zoning guidelines of the appropriate land use districts.

Policy CM-1.1.5: The City shall continue to utilize and develop its deepwater port, coordinating the port's activities with other City, County, regional, state and federal agencies in the following areas: transportation, land use, resiliency, natural and man-made hazards, protection of natural resources.

Policy CM-1.1.6: The City shall ~~enhance~~ maintain the urban waterfront through proper land use planning, the public acquisition of land for parks and open space, resiliency planning and adaptation, and the establishment of downtown waterfront pedestrian connections.

Objective CM-1.2: The City shall limit public expenditures that subsidize development in the Coastal High Hazard Area (CHHA) except for restoration, resiliency and adaptation projects, or enhancement of natural resources.

Policy CM-1.2.1: The Coastal High Hazard Area (CHHA) will be the area seaward of the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy CM-1.2.2: Public funds shall be expended in the CHHA only in developments: that comply with residential densities adopted in this plan that will produce no adverse affects to the surrounding land uses or the environment without approved mitigation or adaptation plans; and/or, that would further open up the waterfront to public access.

Policy CM-1.2.3: The City shall take ~~whatever actions that are necessary~~ so that all new public facilities located near the City's shoreline or in the CHHA are resistant to storm events and meet all the building standards for the hurricane-force winds and floods including future flood risk from sea level rise. This may include the relocation of such facilities if they could be better protected to avoid impacts from future flood risk.

Objective CM-1.3: In accordance with the City's land development code, the City shall continue to direct high density population developments away from the City's CHHA.

Policy CM-1.3.1: Future residential land use in the CHHA shall be limited to the following densities by location:

- * Low density - along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores

of Bayou Texar.

- * Medium density - along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- * High density - Historic District.

Policy CM-1.3.2: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective CM-1.4: The City shall ~~provide~~ maintain, and if ~~necessary~~ feasible increase public access to available shoreline consistent with estimated need.

Policy CM-1.4.1: The City will limit vacations of public rights-of-way to maintain the public access to shorelines.

Policy CM-1.4.2: The City will continue to work with Escambia County to maintain and, if feasible, increase shoreline access to the public.

Policy CM-1.4.3: The City shall review and enforce the public access requirements of the Coastal Zone Protection Act of 1996.

Policy CM-1.4.4: The City shall coordinate land use plans for shoreline access to include proper circulation routes and parking facilities necessary for the particular locations and uses.

Policy CM-1.4.5: The City shall coordinate with the Escambia County Transit System for provision of public transportation to shoreline facilities.

Policy CM-1.4.6: The City shall promote public access and increase overall connectivity between existing neighborhoods and Pensacola Bay.

Objective CM-1.5: The City shall allow development in the CHHA only if it will not create a deficiency in the adopted minimum levels of service.

Policy CM-1.5.1: Level of service standards in the CHHA shall be consistent with those of the rest of the City to the extent practicable.

~~Policy CM-1.5.2: The City shall take all appropriate steps to provide that funding for infrastructure will be phased to coincide with the demands generated by development or redevelopment in the CHHA provided the development meets all the requirements of density and use set forth in the Future Land Use Plan is consistent with coastal resource protection and safe evacuation.~~

Objective CM-1.6: The City shall coordinate with State, regional and county agencies in evaluating major evacuation routes and determining where operational improvements can be made to maintain or reduce hurricane evacuation times or flood risk and shall work with the Civil Defense and Red Cross in identification and provision of adequate emergency shelter.

Policy CM-1.6.1: In the event of a natural disaster, the City shall respond to the instruction and guidance of the Escambia County Civil Defense office and follow the recommendations from the *Tri-State Hurricane Evacuation Study* for evacuation procedures.

Policy CM-1.6.2: The City shall periodically review the natural disaster plan, taking into consideration the capacity of evacuation routes as compared to the predicted population density listed in the Future Land Use Plan Element and other publications relating to natural disaster planning and vulnerability to sea level rise and other future flood risk.

Objective CM-1.7: The City will update post-disaster redevelopment plans based on building and construction regulations, city codes, and intergovernmental reports in coordination with Escambia County in order to minimize or eliminate the exposure of human life and property to natural disaster hazards, as necessary.

~~Policy CM-1.7.1: The City will enforce and/or establish any necessary building and development codes to minimize damage to human life and property from a natural disaster.~~

Policy CM-1.7.3: Following a natural disaster, the City will seek Federal Acquisition and donation of properties along CHHA that have been damaged beyond repair, provided for by section 1362 of the NFIP.

Policy CM-1.7.4: The City shall identify all areas needing redevelopment to reduce or eliminate unsafe conditions and inappropriate uses in the CHHA.

Policy CM-1.7.5: The Post-Disaster Redevelopment Plan shall establish policies for the following: differentiating between repair and clean-up actions which are needed to protect public health and safety and those actions which constitute long-term repair and redevelopment activities; practices for removal, relocation or structural modification of damaged infrastructure and unsafe structures; limiting redevelopment in areas of repeated damage; and incorporating recommendations of interagency hazard mitigation reports into the local Comprehensive Plan.

Policy CM-1.7.6: The City shall develop regulatory or management techniques for general hazard mitigation including regulation of: beach alteration; stormwater management; and sanitary sewer facilities.

Policy CM-1.7.7: The City shall incorporate the recommendations of the hazard mitigation annex of the local peacetime emergency plan and applicable existing interagency hazard mitigation reports.

GOAL CM-2: The City shall plan for, and adapt to, the perils of flood associated with the potential impacts of sea level rise to become a more resilient community and eliminate inappropriate and unsafe development in the coastal areas when opportunities arise.

Objective CM-2.1: The City shall include in its planning efforts development and redevelopment principles, strategies, and engineering solutions that reduce flood risk in coastal areas across the community, which results from the potential impacts of sea-level rise.

Policy 2.1.1: By 2021, the City shall conduct a vulnerability assessment that incorporates sea level rise projections for 2040, 2070 and 2100 to inform adaptation priorities. The vulnerability assessment shall help prioritize capital improvements planning to address near term vulnerabilities. Subject to funding availability, it is recommended that the vulnerability assessment be updated no less than every 10 years and incorporate a review of data to determine the most recent and appropriate sea level rise projections. Subsequent updates of the vulnerability assessment shall be consistent with state law including but not limited to Section 380.093, F.S. related to requirements for conducting vulnerability assessments.

Policy 2.1.2: By 2024, the City will include potential sea level rise projections in planning for development and redevelopment projects.

Policy 2.1.3: City shall promote strategies that include best practices that prioritize elevation and flood proofing, protection of building mechanical systems, onsite retention and pervious surfaces, shoreline protection and accommodation, site-specific flood management techniques, green infrastructure, maintaining access to services and managed retreat.

Policy 2.1.4: The City shall collaborate with its infrastructure, other service providers, the Florida Department of Transportation, the Florida Department of Environmental Protection, Escambia County, the Pensacola & Perdido Bays Estuary Program, Northwest Florida Water Management District and other regional partners to exchange climate and sea level rise data, plans, projects, programs and solutions to

address future vulnerability and flood risks. The City shall actively coordinate with the Florida Department of Environmental Protection on the Resilient Florida Grant Program, Comprehensive Statewide Flood Vulnerability and Sea level Rise Dataset, Assessment and Plan developed pursuant to Section 380.093, F.S.

Policy 2.1.5: All City owned and financed projects initiated and undertaken by a state- financed constructor in the coastal building zone related to major and non-habitable major structures, as defined in Section 161.54, F.S., using funds appropriated from the state shall comply with the requirements of Section 161.551, F.S. and Rule 62S-7, F.A.C.

Objective CM-2.2: The City shall encourage the use of best practices development and redevelopment principles, strategies, development techniques and engineering solutions at the site level that will result in the reduction of losses due to flooding and claims made under flood insurance policies. This shall include the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.

Policy 2.2.1: All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in the City's Floodplain Management provisions or the Florida Building Code, shall be located and constructed to minimize flood damage, meet floodway requirements, be appropriately anchored, including flood damage-resistant materials and have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE24.

Policy 2.2.2: In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

Policy 2.2.3: The floodplain administrator / building official shall review all permit applications and plans to determine that the proposed development or redevelopment can be constructed such that it is reasonably safe from flooding. If a proposed development or redevelopment site is located in a flood hazard area, all site development activities including new construction and substantial improvements shall

be designed and constructed with methods, practices and materials that will minimize the potential for flood damage.

Policy 2.2.4: The City shall continue to enforce setback and elevation requirements to promote the protection and safety of life and property. Expansions to the existing setback requirements contained in the land development regulations shall be considered as a means of reducing property damage caused by storms.

Policy 2.2.5: The City shall require that, to the greatest extent practicable, development activity, such as land clearing, grading and filling will not disturb natural drainage patterns.

Policy: 2.2.6: The City shall enforce all elevation requirements for structural, ancillary, electrical, water, wastewater and mechanical systems to mitigate risk from flooding impact.

Policy 2.2.7: Manufactured home construction must meet requisite elevation requirements, minimize flood damage and be reasonably safe from flooding, must be installed by licensed installers, must adhere to all Florida Building Code foundation, anchoring, elevation, enclosure and utility equipment requirements. New installations of manufactured homes shall not be permitted in floodways.

Policy 2.2.8: All public utilities and facilities such as sewer, gas, electric, communications, and water systems must be located and constructed to minimize or eliminate flood damage. Specifically, adequate drainage must be provided to reduce exposure to flood hazards; in at risk flood zones (AH and AO), adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

Policy 2.2.9: No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless a floodway encroachment analysis demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation. Fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

Policy 2.2.10: The City shall continue to provide public information related to the revisions, development and adoption of FEMA's FIRM Flood Maps as well as strategies to increase resiliency to storm events and flooding in vulnerable areas.

Policy 2.2.11: Within one (1) year of final adoption of any updates to FEMA's Flood Insurance Rate Maps (FIRMs), the City shall review land development and floodplain management regulations to reflect updated flood risk data.

Policy 2.2.12: The City shall consider floodplain management and CHHA issues in making public acquisition decisions.

Policy 2.2.13: The City shall align housing policies focusing on affordability and workforce housing, code compliant reconstruction, elevation, floodproofing, relocation and other mitigation strategies to reduce losses from flooding and claims made under flood insurance policies.

Objective CM-2.3: The City shall maintain regulations consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R. part 60.

~~Policy CM-4.7.4~~ Policy 2.3.1: The City will enforce and/or establish any necessary building and development codes to minimize damage to human life and property from a natural disaster.

Policy 2.3.2 The City shall maintain, review and update, at least every five (5) years, its Floodplain Management Regulations (Chapter 12-9):

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development that may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;

- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas; and
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in 44 CFR 59.22.

Policy 2.3.3: The City shall continue its policy of reviewing the current Building Code and, as appropriate, adopting structural standards and site alteration restrictions that meet or exceed the minimum FEMA requirements. The recommendations of the applicable interagency hazard mitigation report shall be considered in revisions to the Code.

Policy 2.3.4: The City shall maintain and review regulations in special flood hazard areas to require construction by methods and practices that minimize flood damage, including but not limited to, anchoring by pilings or columns to prevent flotation, collapse and lateral movement of the structure; preventing the expansion, improvement or repair of construction below elevated post-FIRM buildings; prohibiting manmade alteration of dunes, mangrove stands or wetlands which would increase the potential of flood damage and elevation or freeboard standards for structures, electrical and mechanical equipment.

Objective CM-2.4: The City shall participate, and seek to enhance participation, in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

Policy 2.4.1: The City shall continue to participate in the National Flood Insurance Program (NFIP) Community Rating System (CRS) to the maximum extent possible and shall continue to seek to improve its current CRS Class rating.

Policy 2.4.2: The City shall continue to coordinate intergovernmental efforts related to participation in CRS, public outreach, sea level rise planning and disaster preparedness and recovery, to maximize County and flood insurance policy holder benefits.

Policy 2.4.3: The City shall consider the development of a CRS-compliant Watershed Management Plan as part of its next cycle visit for CRS participation.

GOAL CM-23: The City shall ensure the highest environmental quality feasible, the City will seek to conserve, protect, and properly manage its natural resources.

Objective CM-2 3.1: The City shall protect, conserve or enhance coastal wetlands, living marine resources and wildlife habitat.

Policy CM-23.1.1: The City shall limit the specific and cumulative impacts of development and redevelopment which will have adverse effects on wetlands, water quality, wildlife habitat, living marine resources and beach systems by prohibiting these developments unless mitigation actions are specified or by withholding public funds from these projects.

Policy CM-23.1.2: By the year 2021, the City shall restore or enhance disturbed or degraded natural areas for City-owned property including beaches, estuaries, wetlands, shoreline ecosystems, and drainage systems and shall establish programs to mitigate future disruptions or degradations.

Policy CM-2 3.1.3: The City shall establish standards for new development adjacent to wetlands to reasonably assure that the quality and quantity of their stormwater discharge does not adversely impact the physical and/or ecological features of those habitats.

Policy CM-2 3.1.4: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance coastal wetlands, living marine resources and wildlife habitat unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective CM-2 3.2: The City shall maintain and improve estuarine environmental quality.

Policy CM-23.2.1: The City shall coordinate with Escambia County and the City of Century through the existing interlocal agreement to conduct stormwater management plans which will provide recommendations for preventing estuarine pollution, controlling surface water runoff and protecting living marine resources.

Policy CM-2 3.2.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local estuarine protection goals.

Policy CM-23.2.3: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance estuarine environmental quality

unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Policy CM-23.2.4: The City shall work with local organizations, regional, state agencies to establish procedures to protect and increase the water quality near existing shorelines.

Objective CM-23.3: The City shall reasonably assure that impacts of man-made structures on beach systems are minimal.

Policy CM-23.3.1: Construction in the CHHA shall conform to regulations set forth in the Land Development Code for floodplain management.

Objective CM-23.4: The City shall coordinate with the West Florida Historic Preservation, Inc. and other appropriate agencies in the protection, preservation or sensitive reuse of historic resources.

Policy CM-23.4.1: The City shall continue to support the Historic Pensacola Preservation Board in its efforts to identify historic sites and register them with the proper agencies.

Policy CM-23.4.2: Through historic zoning district guidelines and building codes, the City shall continue to establish controls for safe construction practices and for retaining the character of development within the districts.

Objective CM-23.5: The City shall continue to discourage off shore oil and gas drilling in the coastal areas of North Florida, and the City shall continue to demand accountability for clean-up of any leaks or spills of oil or oil products as well as other contaminants and pollutants.

Policy CM-23.5.1: The City shall continue to cooperate with other local and state agencies in opposition to the leasing of coastal area waters for offshore oil and gas drilling through appropriate actions. Further, the City shall cooperate with local, state and federal agencies in the clean-up efforts following the Deepwater Horizon oil spill and any other oil leak or spill as well as other contaminants and pollutants that affect waterways within the city limits.

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. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

September 27, 2022

The Honorable Grover C. Robinson
Mayor, City of Pensacola
222 West Main Street
Pensacola, Florida 32502

Dear Mayor Robinson:

The Department of Economic Opportunity ("Department") has completed its review of the proposed comprehensive plan amendment for the Pensacola (Amendment No. 22-01ER), which was received and determined complete on August 1, 2022. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. The Department does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by the Department from the appropriate reviewing agencies, if any, are enclosed.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment. **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of the Department's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S.

If you have any questions related to this review, please contact Barbara Powell, Regional Planning Administrator, by telephone at (850) 717-8504 or by email at barbara.powell@deo.myflorida.com.

Sincerely,



Barbara Powell, Regional Planning Administrator
Bureau of Community Planning and Growth

BP/de

Enclosure: Procedures for Adoption

cc: Cynthia Cannon, Planning and Zoning Manager, City of Pensacola
Austin Mount, Executive Director, Emerald Coast Regional Council

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | www.Twitter.com/FLDEO | www.Facebook.com/FLDEO

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department’s electronic amendment submittal portal “**Comprehensive Plan and Amendment Upload**”

(<https://floridajobs.secure.force.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

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_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, in **color format**, clearly depicting the parcel, its existing future land use designation, and its adopted designation;

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_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity to the ORC report from the Department of Economic Opportunity.

From: [Plan Review](#)
To: [Eubanks, Ray](#); [DCPexternalagencycomments](#)
Cc: [Plan Review](#)
Subject: [EXTERNAL] - Pensacola 22-01ER Proposed
Date: Tuesday, August 30, 2022 5:52:44 PM
Attachments: [image002.png](#)

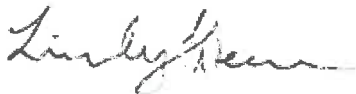
To: Ray Eubanks, DEO Plan Review Administrator

Re: Pensacola 22-01ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to plan.review@floridadep.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.





MINUTES OF THE PLANNING BOARD

April 12, 2022

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose, Board Member Powell, Board Member Sampson

MEMBERS ABSENT: Board Member Villegas (virtual – no voting).

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Help Desk Technician Russo, Development Services Director Morris

STAFF VIRTUAL: Senior Planner Statler

OTHERS PRESENT: Bob Cordes, Jim English, Brian Spencer, Bob Humley

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 8, 2022
- **New Business:**
 - Variance Request – 523 E. Gregory Street
 - Aesthetic Review – 523 E. Gregory Street
 - Site Plan and Aesthetic Review – 711 S. Palafox Street
 - Request for Map Amendments – Baptist Hospital Annexation
 - Request for Map Amendments – Mark Eaton Annexation
 - Request for Map Amendments – Richards Memorial United Church Property Annexation
 - Comprehensive Plan Amendment – Coastal Management Element
 - Open Forum
 - Discussion
 - Adjournment

Call to Order / Quorum Present

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

Approval of Meeting Minutes - Board Member Larson made a motion to approve the March 8, 2022 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.

New Business –

Variance Request to Section 12-3-12 (1) D.9 – 523. E Gregory Street

Chairperson Paul Ritz addressed the board and stated that applicant, Bob Cordes, is representing the purchasers of a noncompliant restaurant and converting into a further noncompliant restaurant located at 523 E. Gregory Street. Board Member Grundhoefer inquired if there was a setback. Historic Preservation Planner Harding stated that the location is within the Gateway Review zoning district in which setbacks are based upon specific roads. Bob Cordes stated that they complied with the setbacks. A discussion continued in regards to impervious pavers. Board Member Van Hoose thanked the developer for vision and inquired if there would be room for a car in the specified area. Bob Cordes stated that there would not be room for a vehicle and that it would remain landscaped. Board Member Van Hoose asked if the paved area will be where what is now grass on the lot and if traffic flow around the building would be impacted. Bob Cordes answered yes and no respectively. Board Member Van Hoose asked what the specific condition was and noted that the situation of no outside seating was not created by the city. Board Member Powell asked if railroad right of way is a special condition. Chairperson Paul Ritz stated that 81% does not include the triangle of railroad right of way. Chairperson Paul Ritz stated that as a board all need to agree with all seven variance criteria and deliberation was needed. Chairperson Paul Ritz asked if it was an action of the application. Vice Chair Larson stated that going from 75 to 81 by variance and now more. Historic Preservation Planner Harding said he did not think this met the variance criteria, the site is existing non-conforming. Chairperson Paul Ritz agreed with Historic Preservation Planner Harding. Grundhoefer and Van Hoose both stated there were not conditions that exist that are peculiar for criteria #1. Chairperson, Paul Ritz, stated that if all the criteria are not met, the board need not continue. Bob Cordes asked if criteria would be met if he reduced the amount of impervious surface. Assistant Planning & Zoning Manager, Cannon stated that in asking for a variance, all criteria needed to be met. Assistant City Attorney, Lindsay stated a motion could be made that honors the intent and meets with policy of the Board. Reading from the code, Lindsay stated that Cordes could appeal to the Circuit Court if he did not agree with the ruling. Assistant City Attorney, Lindsay continued by saying that in Quasi, you are sitting and acting as a judge in a court of law. Furthermore, applicant (Cordes) has a right to rebuttal, including after deliberation. Harding stated that it can be approved, denied, or modified to a lesser amount. Assistant Planning & Zoning Manager, Cannon followed this by stating it still must meet the criteria. Chairperson, Paul Ritz clarified by asking if it was being suggested to move the impervious surface to an alternative area. Bob Cordes stated he was in agreement to shift some of the impervious area by using impervious pavers. Chairperson, Paul Ritz inquired if anyone had been to Fusion and stated the applicant could trade some pervious to impervious pavers to get 81%. While showing the area on the screen, Bob Cordes stated that the seating is needed, and he would like to take the surface at the dumpsters and replace with pervious pavers. Board member Van Hoose stated if there are able to make that exchange, a motion would not be needed. Assistant Planning & Zoning Manager, Cannon stated that Bob Cordes must work this out with engineering and then a variance would not be required. Chairperson, Paul Ritz asked if everyone understood that they were getting to 85% and

not staying at 81%. Board Member Grundhoefer stated that whatever the area, grant the variance with modifications to offset the amount of area (+/- 600 square feet) with equal amount of pervious pavers. The special condition is adding pervious area to offset. Board Member Powell stated special conditions were existing or we have determined there was one. **Board member Grundhoefer made a motion to approve contingent on the special condition, seconded by Board Member Powell, and it carried 6:0.**

Aesthetic Review – 523 E. Gregory Street

Bob Cordes is requesting a new color scheme, removal of storefront doors, addition of a New Orleans flair to design, a door to outside seating, window replacement, and the addition of handicap parking spaces. Chairperson, Paul Ritz, stated the presentation was weak due to missing images other than the photo of the door. Board Member, Grundhoefer, asked if the outdoor dining area would be fenced as they typically are. Bob Cordes stated they planned on moving the existing fence to the outdoor dining area. He further stated that he was unsure if they would get the variance so they did not plan much other than the color scheme changing. Assistant Planning & Zoning Manager, Cannon, stated ECUA provided comments regarding an easement on former DeLeon Right of way and stated they can't have a permanent structure. Assistant Planning & Zoning Manager Cannon asked if Chairman Paul Ritz was requesting color elevations. Chairperson, Paul Ritz stated that in prior cases, more informative plans have been shown and these plans are inconsistent. He stated it is difficult to address with what was presented. Board Member Grundhoefer asked if the three items could be abbreviated review. Chairperson, Paul Ritz stated the last two had gone to Board Member, Grundhoefer. He requested a motion from the Board to request additional information via an abbreviated review. **Board Member Grundhoefer made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Charletha Powell, and it carried 6:0.**

Site Plan and Aesthetic Review – Application – 711 S. Palafox Street

Jim English is requesting a Site Plan and Aesthetic Review for 711 S. Palafox Street. Brian Spencer referenced 4040 Dunwoody Drive. Jim English discussed with neighbors that their building falls under the category of being a contributing structure by the Architectural Review Board unlike his structure. Historic Preservation Planner Harding provided a history of demo approval. Brian Spencer stated that a precast building system is most appropriate and least impactful to adjacent buildings. Further stating that if you have been along I-10, a building can be seen being constructed using precast. Access to sides is virtually impossible to attain as is the rear due to Baylen Slip. Discussion during demo requested street level detail. Chairperson, Paul Ritz, stated horizontal lines and color like the Cultural Center would be preferable than white in an area with brick. Brian Spencer stated it was to be tan-muted limestone. Assistant Planning & Zoning Manager Cannon referenced special consideration to building within a historic district. Brian Spencer stated that Jim English was at the meeting and could discuss color. Brian Spencer stated to the south is painted stucco, and next painted stucco in pale green. On the north is a newer brick building. Across the street is blue-ish stucco. Brian Spencer further stated they are not interested in faux brick. Brian Spencer said each floor is 3400 square feet, if architects can view floor plan and remote access stairways. Board member Grundhoefer stated that the building is handsome and he is

sure they will come up with a beautiful color. Board Member Grundhoefer stated the garage was lacking human scale. Brian Spencer stated that due to FEMA, a habitable space is not allowed. Board Member Grundhoefer stated that it could be created visually. Board Member Grundhoefer also stated the wall can be blank, not like the Publix façade on Cervantes, but something other than a blank wall could be done. Discussion moved onto floor plan. Brian Spencer stated that rooms along Palafox would have a glass door with ornate entry to building. Chairperson, Paul Ritz asked if there could be embellishment. Brian Spencer stated it goes against good design. Chairperson, Paul Ritz stated spandrel glass could be used to create a storefront effect and could not be seen through. Board Member Grundhoefer stated he wanted the building to feel pedestrian. Jim English mentioned the last thing he wanted to do was stucco and brick, rather, he wanted to bring a historic feeling to South Palafox and with color and texture you can do anything. Chairperson Paul Ritz circled back to wanting to see something at a pedestrian scale other than one nice door and 3 blank spaces. Brian Spencer stated there was an opportunity to create a framework of door and spandrel glass and a transom for reflectivity. Board Member Powell stated this was a good compromise. Board Member Grundhoefer stated that the backside is contemporary and completely appropriate, Chairperson Paul Ritz agreed. Board Member Van Hoose stated that she is not excited about white and felt a darker color would be better due to the abundance of brick on the street. Discussion moved to street view of Escambia Courthouse Building. Chairperson Paul Ritz stated that the elevation is much different. Board Member Van Hoose stated it would be preferred if it blended with those buildings around it. Chairperson Paul Ritz reminded board it was a site plan and aesthetic review before the Board. Board Member Grundhoefer stated future revisions could go through an abbreviated review process. Chairperson Paul Ritz stated it is a major building. Assistant Planning & Zoning Manager Cannon mentioned that another consideration is to have them be approved together as this will continue before City Council. Brian Spencer stated he appreciated the Abbreviated Review due to construction timing. The abbreviated review will go to both Chairperson Paul Ritz and Board Member Grundhoefer. **Board Member Powell made a motion to approve the request with additional information to be approved via abbreviated review, seconded by Board member Larson, and it carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Baptist Hospital Annexation introduced by Assistant Planning & Zoning Manager Cannon. Baptist Hospital acquired additional parcels adjacent to the site of their new campus and subsequently requested annexation of the subject. This requires a map amendment to establish a new zoning district. It is customary to apply the adjacent zoning district. This was initiated through the voluntary annexation process; the city did not involuntarily apply these to Baptist. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and it carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Mark Eaton Annexation

Request for Map Amendments to the City's Zoning and Future Land Use Maps Mark Eaton Annexation, introduction skipped due to similarity to Baptist annexation. Vice Chair

Larson asked about the gap between the two parcels and asked if it created an enclave and if this was permitted. Assistant Planning & Zoning Manager Cannon stated that they cannot create an enclave, access must remain to the other parcels. Mark Eaton has met the criteria of the state and avoided creating an enclave. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson.** Community Member, Bob Humley approached stand and introduced himself. Was confused if he needed to be there due to confusing signage making him think he was being annexed. Assistant Planning & Zoning Manager Cannon and Chairperson Paul Ritz cleared that he was not being annexed, but if he could pursue this through a voluntary process if so desired. **Vote carried 6:0.**

Request for Map Amendments to the City's Zoning and Future Land Use Maps – Richards Memorial United Church Property Annexation

Request for Map Amendments to the City's Zoning and Future land Use Maps – Richards Memorial United Church Property Annexation introduced by Assistant Planning & Zoning Manager Cannon. Stated that the jurisdictional boundary goes through the middle of the property and it is being requested into one jurisdiction. Chairperson Paul Ritz asks if there is any discussion or a motion. Vice Chair Larson asked if owner wanted this annex. Assistant Planning & Zoning Manager Cannon answered that this annex was voluntary. **Vice Chair Larson made a motion to approve, seconded by Board Member Sampson, and vote carried 6:0.**

Comprehensive Plan Amendment – Coastal Management Element

Comprehensive Plan Amendment – Coastal Management Element introduced by Assistant Planning & Zoning Manager Cannon. In 2015, the Florida Legislature passed the Peril of Flood Law which directed jurisdictions that have a Coastal Management Element as part of their comprehensive plan to include a redevelopment component with principles that must be used to eliminate inappropriate and unsafe development in coastal areas. These requirements are related to coastal flooding and impacts of sea level rise. Pursuant to Sec 163.3178(2)(f) of Florida Statute Peril of Flood Law, the proposed amendments were drafted by a consulting firm specializing in the Peril of Flood redevelopment component. The redevelopment component must include the six strategies outlined in the state statute addressing best management practices that reduce losses due to flooding. Assistant Planning & Zoning Manager Cannon stated that the Planning Board has the authority to further edit both the existing and proposed language. Proposed amendment recommendations made by Chairperson Paul Ritz, Vice Chair Larson, Board Members Grundhoefer, Van Hoose, and Powel were discussed and notated by Assistant Planning & Zoning Manager Cannon. **Vice Chair Larson motioned to approve as amended, seconded by Board Member Powell, and vote carried 6:0.**

Open Forum – none

Discussion – none

Adjournment – With no further business, the Board adjourned at 5:24 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01028

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING - ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - PROPERTY RIGHTS ELEMENT.

RECOMMENDATION:

That City Council conduct the second of two required public hearings on November 10, 2022, to adopt the proposed amendment to the City's Comprehensive Plan specific to the Property Rights Element.

HEARING REQUIRED: Public

SUMMARY:

The proposed Property Rights Element was prepared in accordance with the provisions of SB 59 (Fla. Stat. 163.3177 (6)(i)), which was passed during the 2021 Florida Legislative Session, signed into law by Gov. DeSantis, and incorporated into Florida's Community Planning Act. Every city and county in Florida shall "include in its comprehensive plan a property rights element." As such, the City of Pensacola, must adopt this new element to be in compliance.

City Council conducted the first required public hearing on June 16, 2022, and voted to approve the amendment on first reading, and transmit it to the Department of Economic Opportunity (DEO) for review. DEO has completed their review, and did not have any objections, recommendations or comments for the City to address, which requires the amendment to now move to the adoption hearing for final action.

The Planning Board recommended approval of the proposed amendment, and it carried 4:2 at their regular meeting on November 9, 2021.

PRIOR ACTION:

June 16, 2022 - City Council conducted the first of two required public hearings and voted to approve Proposed Ordinance No. 27-22 on first reading and transmit to the Department of Economic

Opportunity for review.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

11/9/2021

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator, Community Development

Sherry Morris, AICP, Development Services Department Director

Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

- 1) DEO Letter - September 27, 2022
- 2) Proposed Ordinance No. 27-22
- 3) Planning Board Minutes November 9, 2021

PRESENTATION: No

September 27, 2022

The Honorable Grover C. Robinson
Mayor, City of Pensacola
222 West Main Street
Pensacola, Florida 32502

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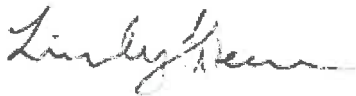
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Re: Pensacola 22-01ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

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PROPOSED
ORDINANCE NO. 27-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, PROPERTY RIGHTS ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the City of Pensacola conducted a public hearing on June 16, 2022 to consider amendments to the Comprehensive Plan; and

WHEREAS, said amendments will affirmatively contribute to the health, safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in Section 163.3184, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendments to the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendments to the Comprehensive Plan of the City of Pensacola;

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

SECTION 1. The City of Pensacola City Council does hereby approve for adoption, after transmittal to the state land planning agency and the completion of the statutory process set forth in Section 163.3184, these amendments to the City's Comprehensive Plan.

PROPERTY RIGHTS ELEMENT

GOAL PRE-1: Ensure private real property rights are considered in local decision-making and that judicially acknowledged and constitutionally protected private property rights are respected through the inclusion of a Property Rights Element within the City of Pensacola Comprehensive Plan. For purposes of the Property

Rights Element, the term “property owner” or “real property owner” means the person who holds legal title to the real property that is the subject of and directly impacted by the action of the City in its local decision-making. The term does not include another governmental entity

Objective PRE-1.1: Implement and maintain mechanisms to ensure that private property rights are considered in local decision-making. Provided, nothing in this Property Rights Element is intended to grant additional rights not already in existence or to supersede existing rights in accordance with the law. Further, nothing herein shall require the City to ascertain or determine the existence of any purported private interest in real property; those matters are within the jurisdiction of the circuit courts not the City (see s. 26.012(g), Florida Statutes (2021), and Art. V, Sec. 20(c)(3), Fla. Const. as may be amended from time-to-time).

Policy PRE-1.1: When real property is the subject of and directly impacted by a proposed action being considered by the City of Pensacola, the City shall consider as part of its decision making, the following:

Policy PRE-1.1.1: The right of a real property owner to physically possess and control his or her interests in the real property, including easements, leases, or mineral rights.

Policy PRE-1.1.2: The right of a real property owner to use, maintain, develop, and improve his or her real property for personal use or for the use of any other person, subject to applicable federal, state, and local law.

Policy PRE-1.1.3: The right of a real property owner to privacy and to exclude others from the property to protect the property owner’s legal interests in such real property, subject to applicable federal, state, and local law.

Policy PRE-1.1.4: The right of a real property owner to dispose of his or her real property interest through sale or gift.

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. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD
November 9, 2021

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Powell, Board Member Van Hoose, Board Member Villegas

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, City Surveyor Odom, Help Desk Technician Russo

STAFF VIRTUAL: Planning Director Morris, Senior Planner Statler

OTHERS PRESENT: Rand Hicks, William Van Horn II, Todd Snyder, Charlie Krasnosky

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from October 12, 2021
- **New Business:**
- REQUEST FOR PRELIMINARY PLAT APPROVAL - THE LANDINGS AT DEVILLIERS SUBDIVISION
- COMPREHENSIVE PLAN AMENDMENT - PROPERTY RIGHTS ELEMENT
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Powell made a motion to approve the October 12, 2021 minutes, seconded by Board Member Grundhoefer, and it carried 6 to 0.

New Business –

2. REQUEST FOR PRELIMINARY PLAT APPROVAL - THE LANDINGS AT DEVILLIERS SUBDIVISION

Robert C. Krasnosky, PE is requesting preliminary plat approval for The Landings at DeVilliers Subdivision located along the east side of DeVilliers Street between La Rua and Jackson Street. This property is located in the R-NCB - Residential/neighborhood commercial - B zoning district. Six (6) parcels will be subdivided into twelve (12) lots to accommodate single-family attached residences.

- Per Sec. 12-2-76: Subdivision of 5 lots or more constitutes a major subdivision
- Property area: 0.77 acres
- Maximum Density: 35 Units Per Acre
- Proposed Setback requirements per Section 12-3-7:
 - o Front Yard - 15 Feet
 - o Side Yard - 5 Feet
 - o Rear Yard - 15 Feet

The preliminary plat has been routed through the various City departments and utility providers. Chairperson Ritz noted that the City Surveyor had reviewed the process for meeting the basic requirements. Assistant Planning Director Cannon advised the Board would consider Section 12-7-3 for subdivision approval and 12-7-8 for preliminary plat requirements. An aerial photo was provided to the Board.

Mr. Krasnosky addressed the Board and stated they had the preliminary civil design ready which addressed the CRA parking requirements in the rear. Stormwater on the east side had been addressed with a 3' vertical pond. Their tree mitigation would be canopy style; the CRA requirement was 1 tree per unit.

Board Member Powell asked if there had been discussion with the community regarding the development, and Mr. Krasnosky was not aware of any correspondence concerning the townhomes. Board Member Powell stated her concerns about gentrification going on in that area and asked if there was input from the community. Mr. Krasnosky explained the developer might not be aware of that need. Board Member Powell suggested it would be in the developer's interest to have the discussions with the community. Chairperson Ritz explained he did not know if he had decided on any particular approach, but it was something he thought about when driving in the area. Board Member Villegas asked if the developer was ready to begin after the preliminary plat approval, and Mr. Krasnosky did not know the timeframe but felt it would be upon approval. Chairperson Ritz advised the applicant would return for the final plat approval, and staff advised the Planning Board recommendation would proceed to City Council as a quasi-judicial hearing and the applicant has 365 days to submit the final plat.

Mr. Hicks then addressed the Board and stated that the Belmont DeVilliers neighborhood would like to be part of the conversation. He invited all parties to their Christmas party to get acquainted, discuss the plans, and begin to address gentrification. He considered the preliminary plat approval as an open door to something even better. Staff addressed the lot width for R-NCB which was neighborhood commercial that required 16' lot width minimum with the lot coverage of 75%; it was noted the project lot width was mostly 21'. Board Member Van Hoose asked if the Board was approving the preliminary plat with the understanding any comments would be addressed in the final plat, and Chairperson Ritz advised if there were heavy comments or some material item missing from the plat, there would be something noted to disapprove; simple comments would carry forward for correction on the final plat. Mr. Odom, City Surveyor, explained at the point when the final plat returns to the City, he would sign and seal that the plat met the State statutes, which would mean all the technical pieces were taken care of prior to coming to the City. Board Member Grundhoefer explained he had seen developers want to construct the

townhomes, and they might take out a house or two to put up 12 houses; sometimes there was an existing structure with historical significance. In this case, there was one structure which was a business and did not seem to have historical significance, and he felt this project was an improvement to the neighborhood. Historic Preservation Planner Harding advised the vacant commercial building referred to had undergone the Historical Structures Demolition Review by the ARB who had approved its demolition. Board Member Powell explained this was a good opportunity to do something great and not just fill a space.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Larson, and it carried 6 to 0.

3. COMPREHENSIVE PLAN AMENDMENT - PROPERTY RIGHTS ELEMENT

The attached Property Rights Element is in accordance with the provisions of SB 59 (Fla. Stat. 163.3177 (6)(i)), passed during the 2021 Florida Legislative Session, signed into law by Gov. DeSantis, and incorporated into Florida's Community Planning Act. Every city and county in Florida shall "include in its comprehensive plan a property rights element." As such, the City of Pensacola, must adopt this new element "by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021 or the date of the next scheduled evaluation and appraisal of its comprehensive plan."

Staff explained we were modeling this language after the neighboring counties of Walton, Okaloosa County, and the City of Milton. Chairperson Ritz explained this language would go into the Comprehensive Plan and was not a part of the LDC Chapter 12. Board Member Powell asked why this language was necessary when one would think their property rights would be protected. Staff advised for the past four years, there was an effort to get this language passed, and they had the votes to do so this year. Assistant City Attorney Lindsay stated the state of Florida was one of the best states to reside in if you were a property owner, and the property rights were very well protected before this legislation. She did explain there were some circumstances which had originated in other jurisdictions in south Florida which caused some legislatures to receive calls from upset property owners; her statement to legislature was to not punish the whole state because some folks were upset with a situation in south Florida.

Board Member Larson pointed out **line 9 "impacted by the action of the County" which needed to refer to "City."** Board Member Powell addressed line 25 "possess and control his or her interests in the real property, including easements" and asked the real meaning. Assistant Planning Director Cannon advised her understanding was that statement was more inclusive of your property rights, taking into account mineral rights, etc., and to expand that language. Chairperson Ritz pointed out in taking a property for eminent domain, mineral rights might not have been a part of the process to determine the value of the property; this language would mean they would consider compensating for mineral rights. Staff explained if the government were to take your land and not consider the mineral rights, you would not be getting a fair value, so the language was meant to leverage more weight to the property owner.

Chairperson Ritz advised the language would begin with this Board and proceed to Council. **Board Member Larson made a motion to approve with the noted correction, seconded by Board Member Van Hoose.** Staff advised the language was composed from the State statute template from the governor's office. Board Member Van Hoose explained the language would always be subject to interpretation, and it might give homeowners and property owners the idea they have more rights than they did before,

even though the language states they do not. Board Member Grundhoefer did not know why it could not stay with the State statutes and not be required to be incorporated into the local jurisdiction. Chairperson Ritz pointed out the language stated every city and county in Florida shall “include in its comprehensive plan a property rights element” so each jurisdiction was mandated to create that language; it was not a rubber stamp, but the City was being instructed to do this.

Board Member Powell pointed out there were concerns that Board members wanted Council to consider; she suggested amending the motion to have Council consider those concerns. Chairperson Ritz asked if the language was not accepted by the Board, what would go in its place. Staff asked if it was the language or the process in question. Board Member Van Hoose did not have a solution to the language, but the notion itself was a concern more than specific words. She asked if the amendment was to ask Council to review the document; Board Member Powell clarified it should be determined what the Board wanted Council to review. Chairperson Ritz advised Council would review the document no matter what, so if the intent was to alter the language, the Board would need to come up with that language, but if it was the process, then the Board would need to talk about that. In an advisory capacity, the Board’s decision moves to the Council. Staff advised the current document contained the key elements of what was signed into legislation. Assistant City Attorney Lindsay stated the Comprehensive Plan flows from the Statutes, but if the Board was not satisfied with the language, it could ask Legal to provide more information so the Board could create the model Council should consider. Chairperson Ritz explained there were certain rights by right – with commercial property in the C-1 district, you could build a 10-story building, but when someone asks for something that is not by right, the property rights do not include what is not by right. Board Member Van Hoose pointed out line 14 for “nothing in this Property Rights Element is intended to grant additional rights not already in existence or to supersede existing rights in accordance with the law.”

Chairperson Ritz advised if the Board approved the motion as it stands, and did not edit it, it would proceed to Council. If the Board did not support the motion, it would need criteria on why it didn’t that was clear and concise, since Council would want to consider that. Board Member Villegas asked if it was more beneficial to have more language associated with this document. Assistant City Attorney Lindsay advised if the Board did not have enough information to evaluate the language, then perhaps the recommendation to Council would be to evaluate other ways of wording this property rights element - we have these concerns, etc. Staff explained they were trying not to reinvent the wheel and less was more, and if the Board was confused with this one-page document, 10 pages would exacerbate the confusion.

Assistant City Attorney Lindsay read Florida Statute 163.3177 that every city and county in Florida shall “include in its comprehensive plan a property rights element.” A local government may adopt its own property rights element or use the following statement of rights. The following rights shall be considered in local decision making: 1) the right of the property owner to physically possess and control his or her interest in the property including easements, leases, or mineral rights. 2) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person subject to state law and local ordinances. 3) The right of the property owner to privacy and to exclude others from the property to protect the owner’s possessions and property. 4) The right of a property owner to dispose of his or her property through sale or gift.

Staff advised the document would proceed to Council and then to the State for final approval or corrections – the State would have the last word on compliance with the statute. **It was noted line 17 should be researched for circuit courts not the "County" to possibly be changed to "City."** Board Member Villegas stated the discussion had provided clarification.

Assistant City Attorney Lindsay explained the language added potential legal complications because someone could say you violated the Comprehensive Plan, and this is how you did not follow it. She felt it would increase litigation since it adds a new avenue; the law had not added a new right, but if you violated that right, it added a new way to enforce that right by claiming a violation of the Comprehensive Plan.

The motion then carried 4 to 2 with the noted corrections with Board Members Larson and Grundhoefer dissenting. Board Member Grundhoefer stated he was not going to suggest an alternative and thought Legal would draft the shorter version. Board Member Larson had no problem with the way the document was written but would like to make it shorter since the first paragraph repeats the second paragraph, with the meat coming in the last four items, and those are spelled out by the State Legislature – why could we not do it by reference. Staff advised the document would go through Legal review before proceeding to Council. The preference of the Board was for more clarity and brevity.

Open Forum – Mr. Van Horn addressed the CRA Overlay District for C-2 properties. He had discussed the code design with DPZ and the possibility for administrative variances, and he knew this was hindering some commercial developments. He explained it was hard to work on some properties under the current CRA requirements, glazing being one of them. Staff advised on November 15, the Council agenda conference begins at 3:30, followed by the CRA meeting addressing some of the amendments they plan to bring to the Planning Board.

Adjournment – With no further business, the Board adjourned at 3:20 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 27-22

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 27-22 - ADOPTION OF AMENDMENT TO THE COMPREHENSIVE PLAN - PROPERTY RIGHTS ELEMENT

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 27-22 on second reading.

AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, PROPERTY RIGHTS ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

The proposed Property Rights Element was created in accordance with the provisions of SB 59 (Fla. Stat. 163.3177 (6)(i)), passed during the 2021 Florida Legislative Session, signed into law by Gov. DeSantis, and incorporated into Florida's Community Planning Act. Every city and county in Florida shall "include in its comprehensive plan a property rights element." As such, the City of Pensacola, must adopt this new element.

City Council conducted the first required public hearing on June 16, 2022, and voted to approve the amendment on first reading, and transmit it to the Department of Economic Opportunity (DEO) for review. DEO has completed their review, and did not have any objections, recommendations or comments for the City to address, which requires the amendment to now move to the adoption hearing for final action.

The Planning Board recommended approval of the proposed amendments, and it carried 4:2 at their regular meeting on November 9, 2021.

PRIOR ACTION:

June 16, 2022 - City Council conducted the first of two required public hearings and voted to approve Proposed Ordinance No. 27-22 on first reading and transmit to the Department of Economic Opportunity for review.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

11/9/2021

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator, Community Development
Sherry Morris, AICP, Development Services Department Director
Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

- 1) Proposed Ordinance No. 27-22
- 2) DEO Letter - September 27, 2022
- 3) Planning Board Minutes November 9, 2021

PRESENTATION: No

PROPOSED
ORDINANCE NO. 27-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE APPROVING FOR ADOPTION, FOLLOWING THE REQUIRED STATUTORY REVIEW PROCESS BY THE STATE OF FLORIDA, AMENDMENTS TO THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA, FLORIDA, PROPERTY RIGHTS ELEMENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola adopted a Comprehensive Plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the City of Pensacola conducted a public hearing on June 16, 2022 to consider amendments to the Comprehensive Plan; and

WHEREAS, said amendments will affirmatively contribute to the health, safety and general welfare of the citizens of the City of Pensacola; and

WHEREAS, the City Council has followed all of the procedures set forth in Section 163.3184, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendments to the Comprehensive Plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendments to the Comprehensive Plan of the City of Pensacola;

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

SECTION 1. The City of Pensacola City Council does hereby approve for adoption, after transmittal to the state land planning agency and the completion of the statutory process set forth in Section 163.3184, these amendments to the City's Comprehensive Plan.

PROPERTY RIGHTS ELEMENT

GOAL PRE-1: Ensure private real property rights are considered in local decision-making and that judicially acknowledged and constitutionally protected private property rights are respected through the inclusion of a Property Rights Element within the City of Pensacola Comprehensive Plan. For purposes of the Property

Rights Element, the term “property owner” or “real property owner” means the person who holds legal title to the real property that is the subject of and directly impacted by the action of the City in its local decision-making. The term does not include another governmental entity

Objective PRE-1.1: Implement and maintain mechanisms to ensure that private property rights are considered in local decision-making. Provided, nothing in this Property Rights Element is intended to grant additional rights not already in existence or to supersede existing rights in accordance with the law. Further, nothing herein shall require the City to ascertain or determine the existence of any purported private interest in real property; those matters are within the jurisdiction of the circuit courts not the City (see s. 26.012(g), Florida Statutes (2021), and Art. V, Sec. 20(c)(3), Fla. Const. as may be amended from time-to-time).

Policy PRE-1.1: When real property is the subject of and directly impacted by a proposed action being considered by the City of Pensacola, the City shall consider as part of its decision making, the following:

Policy PRE-1.1.1: The right of a real property owner to physically possess and control his or her interests in the real property, including easements, leases, or mineral rights.

Policy PRE-1.1.2: The right of a real property owner to use, maintain, develop, and improve his or her real property for personal use or for the use of any other person, subject to applicable federal, state, and local law.

Policy PRE-1.1.3: The right of a real property owner to privacy and to exclude others from the property to protect the property owner’s legal interests in such real property, subject to applicable federal, state, and local law.

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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. The effective date of these plan amendments, if the amendments are not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that these amendments are in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that these amendments are not in compliance, these amendments shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining these adopted amendments to be in compliance. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

September 27, 2022

The Honorable Grover C. Robinson
Mayor, City of Pensacola
222 West Main Street
Pensacola, Florida 32502

Dear Mayor Robinson:

The Department of Economic Opportunity ("Department") has completed its review of the proposed comprehensive plan amendment for the Pensacola (Amendment No. 22-01ER), which was received and determined complete on August 1, 2022. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. The Department does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by the Department from the appropriate reviewing agencies, if any, are enclosed.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment. **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of the Department's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S.

If you have any questions related to this review, please contact Barbara Powell, Regional Planning Administrator, by telephone at (850) 717-8504 or by email at barbara.powell@deo.myflorida.com.

Sincerely,



Barbara Powell, Regional Planning Administrator
Bureau of Community Planning and Growth

BP/de

Enclosure: Procedures for Adoption

cc: Cynthia Cannon, Planning and Zoning Manager, City of Pensacola
Austin Mount, Executive Director, Emerald Coast Regional Council

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | www.Twitter.com/FLDEO | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department’s electronic amendment submittal portal “**Comprehensive Plan and Amendment Upload**”

(<https://floridajobs.secure.force.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, in **color format**, clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity to the ORC report from the Department of Economic Opportunity.

From: [Plan Review](#)
To: [Eubanks, Ray](#); [DCPexternalagencycomments](#)
Cc: [Plan Review](#)
Subject: [EXTERNAL] - Pensacola 22-01ER Proposed
Date: Tuesday, August 30, 2022 5:52:44 PM
Attachments: [image002.png](#)

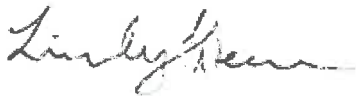
To: Ray Eubanks, DEO Plan Review Administrator

Re: Pensacola 22-01ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to plan.review@floridadep.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.





MINUTES OF THE PLANNING BOARD

November 9, 2021

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Powell, Board Member Van Hoose, Board Member Villegas

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, City Surveyor Odom, Help Desk Technician Russo

STAFF VIRTUAL: Planning Director Morris, Senior Planner Statler

OTHERS PRESENT: Rand Hicks, William Van Horn II, Todd Snyder, Charlie Krasnosky

AGENDA:

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- COMPREHENSIVE PLAN AMENDMENT - PROPERTY RIGHTS ELEMENT
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Powell made a motion to approve the October 12, 2021 minutes, seconded by Board Member Grundhoefer, and it carried 6 to 0.

New Business –

2. REQUEST FOR PRELIMINARY PLAT APPROVAL - THE LANDINGS AT DEVILLIERS SUBDIVISION

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Mr. Krasnosky addressed the Board and stated they had the preliminary civil design ready which addressed the CRA parking requirements in the rear. Stormwater on the east side had been addressed with a 3' vertical pond. Their tree mitigation would be canopy style; the CRA requirement was 1 tree per unit.

Board Member Powell asked if there had been discussion with the community regarding the development, and Mr. Krasnosky was not aware of any correspondence concerning the townhomes. Board Member Powell stated her concerns about gentrification going on in that area and asked if there was input from the community. Mr. Krasnosky explained the developer might not be aware of that need. Board Member Powell suggested it would be in the developer's interest to have the discussions with the community. Chairperson Ritz explained he did not know if he had decided on any particular approach, but it was something he thought about when driving in the area. Board Member Villegas asked if the developer was ready to begin after the preliminary plat approval, and Mr. Krasnosky did not know the timeframe but felt it would be upon approval. Chairperson Ritz advised the applicant would return for the final plat approval, and staff advised the Planning Board recommendation would proceed to City Council as a quasi-judicial hearing and the applicant has 365 days to submit the final plat.

Mr. Hicks then addressed the Board and stated that the Belmont DeVilliers neighborhood would like to be part of the conversation. He invited all parties to their Christmas party to get acquainted, discuss the plans, and begin to address gentrification. He considered the preliminary plat approval as an open door to something even better. Staff addressed the lot width for R-NCB which was neighborhood commercial that required 16' lot width minimum with the lot coverage of 75%; it was noted the project lot width was mostly 21'. Board Member Van Hoose asked if the Board was approving the preliminary plat with the understanding any comments would be addressed in the final plat, and Chairperson Ritz advised if there were heavy comments or some material item missing from the plat, there would be something noted to disapprove; simple comments would carry forward for correction on the final plat. Mr. Odom, City Surveyor, explained at the point when the final plat returns to the City, he would sign and seal that the plat met the State statutes, which would mean all the technical pieces were taken care of prior to coming to the City. Board Member Grundhoefer explained he had seen developers want to construct the

townhomes, and they might take out a house or two to put up 12 houses; sometimes there was an existing structure with historical significance. In this case, there was one structure which was a business and did not seem to have historical significance, and he felt this project was an improvement to the neighborhood. Historic Preservation Planner Harding advised the vacant commercial building referred to had undergone the Historical Structures Demolition Review by the ARB who had approved its demolition. Board Member Powell explained this was a good opportunity to do something great and not just fill a space.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Larson, and it carried 6 to 0.

3. COMPREHENSIVE PLAN AMENDMENT - PROPERTY RIGHTS ELEMENT

The attached Property Rights Element is in accordance with the provisions of SB 59 (Fla. Stat. 163.3177 (6)(i)), passed during the 2021 Florida Legislative Session, signed into law by Gov. DeSantis, and incorporated into Florida's Community Planning Act. Every city and county in Florida shall "include in its comprehensive plan a property rights element." As such, the City of Pensacola, must adopt this new element "by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021 or the date of the next scheduled evaluation and appraisal of its comprehensive plan."

Staff explained we were modeling this language after the neighboring counties of Walton, Okaloosa County, and the City of Milton. Chairperson Ritz explained this language would go into the Comprehensive Plan and was not a part of the LDC Chapter 12. Board Member Powell asked why this language was necessary when one would think their property rights would be protected. Staff advised for the past four years, there was an effort to get this language passed, and they had the votes to do so this year. Assistant City Attorney Lindsay stated the state of Florida was one of the best states to reside in if you were a property owner, and the property rights were very well protected before this legislation. She did explain there were some circumstances which had originated in other jurisdictions in south Florida which caused some legislatures to receive calls from upset property owners; her statement to legislature was to not punish the whole state because some folks were upset with a situation in south Florida.

Board Member Larson pointed out **line 9 "impacted by the action of the County" which needed to refer to "City."** Board Member Powell addressed line 25 "possess and control his or her interests in the real property, including easements" and asked the real meaning. Assistant Planning Director Cannon advised her understanding was that statement was more inclusive of your property rights, taking into account mineral rights, etc., and to expand that language. Chairperson Ritz pointed out in taking a property for imminent domain, mineral rights might not have been a part of the process to determine the value of the property; this language would mean they would consider compensating for mineral rights. Staff explained if the government were to take your land and not consider the mineral rights, you would not be getting a fair value, so the language was meant to leverage more weight to the property owner.

Chairperson Ritz advised the language would begin with this Board and proceed to Council. **Board Member Larson made a motion to approve with the noted correction, seconded by Board Member Van Hoose.** Staff advised the language was composed from the State statute template from the governor's office. Board Member Van Hoose explained the language would always be subject to interpretation, and it might give homeowners and property owners the idea they have more rights than they did before,

even though the language states they do not. Board Member Grundhoefer did not know why it could not stay with the State statutes and not be required to be incorporated into the local jurisdiction. Chairperson Ritz pointed out the language stated every city and county in Florida shall “include in its comprehensive plan a property rights element” so each jurisdiction was mandated to create that language; it was not a rubber stamp, but the City was being instructed to do this.

Board Member Powell pointed out there were concerns that Board members wanted Council to consider; she suggested amending the motion to have Council consider those concerns. Chairperson Ritz asked if the language was not accepted by the Board, what would go in its place. Staff asked if it was the language or the process in question. Board Member Van Hoose did not have a solution to the language, but the notion itself was a concern more than specific words. She asked if the amendment was to ask Council to review the document; Board Member Powell clarified it should be determined what the Board wanted Council to review. Chairperson Ritz advised Council would review the document no matter what, so if the intent was to alter the language, the Board would need to come up with that language, but if it was the process, then the Board would need to talk about that. In an advisory capacity, the Board’s decision moves to the Council. Staff advised the current document contained the key elements of what was signed into legislation. Assistant City Attorney Lindsay stated the Comprehensive Plan flows from the Statutes, but if the Board was not satisfied with the language, it could ask Legal to provide more information so the Board could create the model Council should consider. Chairperson Ritz explained there were certain rights by right – with commercial property in the C-1 district, you could build a 10-story building, but when someone asks for something that is not by right, the property rights do not include what is not by right. Board Member Van Hoose pointed out line 14 for “nothing in this Property Rights Element is intended to grant additional rights not already in existence or to supersede existing rights in accordance with the law.”

Chairperson Ritz advised if the Board approved the motion as it stands, and did not edit it, it would proceed to Council. If the Board did not support the motion, it would need criteria on why it didn’t that was clear and concise, since Council would want to consider that. Board Member Villegas asked if it was more beneficial to have more language associated with this document. Assistant City Attorney Lindsay advised if the Board did not have enough information to evaluate the language, then perhaps the recommendation to Council would be to evaluate other ways of wording this property rights element - we have these concerns, etc. Staff explained they were trying not to reinvent the wheel and less was more, and if the Board was confused with this one-page document, 10 pages would exacerbate the confusion.

Assistant City Attorney Lindsay read Florida Statute 163.3177 that every city and county in Florida shall “include in its comprehensive plan a property rights element.” A local government may adopt its own property rights element or use the following statement of rights. The following rights shall be considered in local decision making: 1) the right of the property owner to physically possess and control his or her interest in the property including easements, leases, or mineral rights. 2) The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person subject to state law and local ordinances. 3) The right of the property owner to privacy and to exclude others from the property to protect the owner’s possessions and property. 4) The right of a property owner to dispose of his or her property through sale or gift.

Staff advised the document would proceed to Council and then to the State for final approval or corrections – the State would have the last word on compliance with the statute. **It was noted line 17 should be researched for circuit courts not the "County" to possibly be changed to "City."** Board Member Villegas stated the discussion had provided clarification.

Assistant City Attorney Lindsay explained the language added potential legal complications because someone could say you violated the Comprehensive Plan, and this is how you did not follow it. She felt it would increase litigation since it adds a new avenue; the law had not added a new right, but if you violated that right, it added a new way to enforce that right by claiming a violation of the Comprehensive Plan.

The motion then carried 4 to 2 with the noted corrections with Board Members Larson and Grundhoefer dissenting. Board Member Grundhoefer stated he was not going to suggest an alternative and thought Legal would draft the shorter version. Board Member Larson had no problem with the way the document was written but would like to make it shorter since the first paragraph repeats the second paragraph, with the meat coming in the last four items, and those are spelled out by the State Legislature – why could we not do it by reference. Staff advised the document would go through Legal review before proceeding to Council. The preference of the Board was for more clarity and brevity.

Open Forum – Mr. Van Horn addressed the CRA Overlay District for C-2 properties. He had discussed the code design with DPZ and the possibility for administrative variances, and he knew this was hindering some commercial developments. He explained it was hard to work on some properties under the current CRA requirements, glazing being one of them. Staff advised on November 15, the Council agenda conference begins at 3:30, followed by the CRA meeting addressing some of the amendments they plan to bring to the Planning Board.

Adjournment – With no further business, the Board adjourned at 3:20 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01063

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

APPROVAL TO REALLOCATE LOST IV FUNDING FOR THE PURCHASE OF GAME TIME PLAYGROUND EQUIPMENT

RECOMMENDATION:

That City Council authorize the reallocation of LOST IV funding for the purchase of playground equipment from the following parks: Belvedere Park, Fairchild Park, Granada Subdivision Park, and Pintado Park in the amount of \$169,881.35 to the following parks: East Gate Park, Lions Park, and Lamanca Square.

HEARING REQUIRED: No Hearing Required

SUMMARY:

For a limited time, Game Time Playground Equipment offered match funding on their playground systems to help communities bring play to more children and families. The City of Pensacola Parks and Recreation Department was eligible for this funding through October 26, 2022.

Parks and Recreation purchased playground equipment for the following parks: Belvedere Park, Fairchild Park, Granada Subdivision Park, and Pintado Park. Purchase of these four playgrounds allowed Parks and Recreation to purchase playground equipment through the funding at a discounted price for the following parks: East Gate Park, Lions Park, and Lamanca Square.

The total cost to purchase all playground equipment, plus surcharge, plus freight prior to discount was \$502,743.69. The total cost of wood fiber and installation is an estimated amount of \$145,803.00. Parks and Recreation was eligible to receive a discount in the amount of \$177,393.38. The total purchase cost of playground equipment with discount and estimated cost of installation is a total of \$471,153.31. Funds were available within LOST IV for the purchase of playground equipment, installation and wood fiber in the FY23 budget.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 119,512.00 Belvedere Park
 219,512.00 Fairchild Park
 15,000.00 Granada Subdivision Park
 150,000.00 Pintado Park
 \$ 504,024.00 LOST IV FY23

Actual: \$ 74,027.38 Belvedere Park, Total Purchase Cost
 24,169.00 Estimated Wood Fiber & Installation
 24,714.06 Discount
 \$ 73,482.32

 \$ 43,818.52 Lamancha Park, Total Purchase Cost
 20,345.00 Estimated Wood Fiber & Installation
 24,714.06 Discount
 \$ 49,976.50

 \$149,579.17 Fairchild Park, Total Purchase Cost
 19,330.00 Estimated Wood Fiber & Installation
 60,067.60 Discount
 \$108,841.57

 \$ 89,479.14 Eastgate Park, Total Purchase Cost
 29,175.00 Estimated Wood Fiber & Installation
 33,504.70 Discount
 \$ 85,149.44

 \$ 10,165.00 Granada Subdivision Park, Total Purchase Cost
 12,266.00 Estimated Wood Fiber & Installation
 661.88 Discount
 \$ 22,237.05

 \$101,937.04 Pintado Park, Total Purchase Cost
 29,438.00 Estimated Wood Fiber &
 34,664.02 Discount
 \$ 96,711.02

 \$ 26,584.00 Lions Park, Total Purchase Cost
 11,080.00 Estimated Wood Fiber & Installation
 9,594.10 Discount
 \$ 34,755.41

\$471,153.31 TOTAL PURCHASE COST & INSTALLATION

FINANCIAL IMPACT:

Funding is available within the LOST IV fund in the Fiscal Year 2023 Parks and Recreation budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

[Click here to enter a date.](#)

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Adrian Stills, Parks and Recreation Director

ATTACHMENTS:

- 1) Game Time Playground Equipment Purchase Summary

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-100

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2022-100 AMENDMENT TO THE PARKS AND RECREATION FEE SCHEDULES FOR FISCAL YEAR 2023.

RECOMMENDATION:

That City Council adopt Resolution No. 2022-100.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING AND MAKING REVISION TO THE FY23 BUDGET FEE SCHEDULES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

On September 14, 2022, City Council adopted the City's Fiscal Year 2023 budget which included the fee schedules for Parks and Recreation. Staff would like to amend select fees associated with the Bayview Outdoor Center, Bayview Senior Resource Center and Sanders Beach Corrine Jones Resource Center.

Attached are the fees as approved on September 14, 2022 as well as the recommended changes. The fees listed are charged to provide partial funding for the cost of the activity. Sales tax will be charged when applicable and is not included in the fee schedule. Upon approval by the City Council fees will be effective with the beginning of each seasonal program unless noted otherwise.

PRIOR ACTION:

September 14, 2022 - City Council adopted Budget Resolution No. 2022-089 adopting a final budget

for City of Pensacola for Fiscal Year Beginning October 1, 2022.

October 20, 2022 - City's Parks and Recreation Board reviewed the amendment to the Parks and Recreation fee schedule, and no concerns or issues were raised.

FUNDING:

N/A

FINANCIAL IMPACT:

Sufficient budget was appropriated in the 2023 budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/26/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Adrian Stills, Parks and Recreation Director

ATTACHMENTS:

- 1) Recreation Resource Centers Fee Schedule
- 2) Resolution No. 2022-100 P&R Fee Schedule Modification FY23

PRESENTATION: No

PARKS & RECREATION FEE SCHEDULES **RECREATION – RESOURCE CENTERS**

	<u>CURRENT FEES</u>	<u>AMENDED FEES</u>
	<u>FY23 FEE</u>	<u>FY23 FEE</u>
<i>Bayview Outdoor Center</i>		
Camp - Adventure, City Resident	\$140.00	\$160.00
Camp - Adventure, Non-City Resident	150.00	170.00
Camp - Archery/Fishing Day, City Resident	40.00	40.00
Camp - Archery/Fishing Day, Non-City Resident	50.00	50.00
Camp - Fishing, Beginning, City Resident	140.00	160.00
Camp - Fishing, Beginning, Non-City Resident	150.00	170.00
Camp - Fishing, Advanced w/Charter Boat Trip, City Resident	250.00	275.00
Camp - Fishing, Advanced w/Charter Boat Trip, Non-City Resident	260.00	295.00
Camp - Kayak Instruction Day	10.00	20.00
Camp - Outdoor Survival, City Resident	140.00	160.00
Camp - Outdoor Survival, Non-City Resident	150.00	170.00
Camp - Stand-Up Paddleboard (SUP)/Kayak, City Resident	140.00	160.00
Camp - Stand-Up Paddleboard (SUP)/Kayak, Non-City Resident	150.00	170.00
Lessons - Windsurfer, 2 hours <i>(By Appointment Only)</i>	20.00	100.00
Rentals - Backpacking Hiking Backpacks, per day	10.00	10.00
Rentals - Backpacking Hiking Backpacks, 3 days	25.00	25.00
Rentals - Camping Sleeping Bag, per day	10.00	10.00
Rentals - Camping Sleeping Bag, 3 days	25.00	25.00
Rentals - Camping Sleeping Pad, per day	5.00	5.00
Rentals - Camping Sleeping Pad, 3 days	10.00	10.00
Rentals - Camping Stove, per day	5.00	5.00
Rentals - Camping Stove, 3 days	10.00	10.00
Rentals - Camping Tent, 3-man or backpacking, per day	15.00	15.00
Rentals - Camping Tent, 3-man or backpacking, 3 days	40.00	40.00
Rentals - Bike, Beach Cruiser, per hour	10.00	10.00
Rentals - Bike, Beach Cruiser, 4 hours	15.00	15.00

Bayview Outdoor Center Continued	FY23 FEE	FY23 FEE
Rentals - Bike, Beach Cruiser, 8 hours	20.00	20.00
Rentals - Hammock, 4 hours	5.00	5.00
Rentals - Hammock, 8 hours	10.00	10.00
Rentals - Kayak, single person, per hour	10.00	15.00
Rentals - Kayak, single person, 4 hours	35.00	40.00
Rentals - Kayak, single person, 8 hours	50.00	55.00
Rentals - Kayak, Tandem or Touring, per hour	15.00	20.00
Rentals - Kayak, Tandem or Touring, 4 hours	40.00	50.00
Rentals - Kayak, Tandem or Touring, 8 hours	60.00	60.00
Rentals - Pedal Boat, per hour	20.00	25.00
Rentals - Pedal Boat, 4 hours	35.00	50.00
Rentals - Pedal Boat, 8 hours	55.00	70.00
Rentals - Stand-Up Paddleboard (SUP), per hour	15.00	15.00
Rentals - Stand-Up Paddleboard (SUP), 4 hours	35.00	40.00
Rentals - Stand-Up Paddleboard (SUP), 8 hours	50.00	55.00

Bayview Senior Resource Center	FY23 FEE	FY23 FEE
Bingo, per card	\$ 0.50	\$ 0.50
Club Fee, quarterly	50.00	50.00
Display Exhibit Space, per event, per vendor	75.00	75.00
Rental - Meeting Room, Large, Mon.-Fri., per hour	75.00	75.00
Rental - Meeting Room, Small, Mon.-Fri., per hour	50.00	50.00
Rental - Building, per day	1,225.00	1,225.00
Rental - Park Pier, per hour (1 hr min.)*	100.00	150.00
Rental - Park Pier, per hour (1 hr min.) add on to building*	NA	100.00
Rental - Pavilion, Large Picnic Area, 5 hours	50.00	50.00
Rental - Pavilion, Small Picnic Area, 5 hours	25.00	25.00
Rental - Social Hall w/Kitchen, per hour (3 hr min.)	100.00	150.00
Special Event Luncheon, per person	2.00	2.00
Special Event Tournaments, per person	5.00	5.00

*Requesting to move these to Bayview Community Center

Sanders Beach Corinne Jones Resource Center	FY23 FEE	FY23 FEE
Rental - Ballroom, per hour (3 hr. min.)	\$ 250.00	\$ 250.00
Rental - Chair Cover, per chair	5.00	5.00
Rental - Dressing Room, per hr	50.00	50.00
Rental - Large Meeting Room, per hr. (4 hr min)	100.00	100.00
Rental - Pavillion, 4 hours	75.00	75.00
Rental - Small Meeting Room, per hr (4 hr min)	50.00	50.00
Rental - Table Linen(s), per cloth	16.00	20.00
Rental - Wedding Ceremony, Outside Area, per hr (4 hr min)	75.00	75.00
Weight Room Usage Fee, per month	10.00	10.00
Weight Room Usage Fee, per visit	1.00	1.00
Weight Room Usage Fee, Senior citizens	Free	Free

RESOLUTION

NO. 2022-100

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING AND MAKING REVISION TO THE FY23 BUDGET FEE SCHEDULES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022; APPROVING AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pensacola adopted the Fiscal Year 2023 City of Pensacola budget that included the fee schedule for the Recreation Resource Centers;

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

WHEREAS, the changes in the fees are in the public interest to support services provided and intended to be consistent with approved FY23 budget.

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

Section 1. The Parks and Recreation Fee Schedule increases are approved for Bayview Outdoor Center activities to include Camp – Adventure, City Resident from \$140.00 to \$160.00; Camp – Adventure, Non-City Resident from \$150.00 to \$170.00; Camp – Fishing, Beginning, City Resident from \$140.00 to \$160.00; Camp – Fishing, Beginning, Non-City Resident from \$150.00 to \$170.00; Camp – Fishing, Advanced w/Charter Boat Trip, City Resident from \$250.00 to \$275.00; Camp – Fishing, Advanced w/Charter Boat Trip, Non-City Resident from \$260.00 to \$295.00; Camp – Kayak Instruction Day from \$10.00 to \$20.00; Camp – Outdoor Survival, City Resident from \$140.00 to \$160.00; Camp – Outdoor Survival, Non-City Resident from \$150.00 to \$170.00; Camp – Stand-Up Paddleboard (SUP)/Kayak, City Resident from \$140.00 to \$160.00; Camp – Stand-Up Paddleboard (SUP)/Kayak, Non-City Resident from \$150.00 to \$170.00; Lessons – Windsurfer, 2 hours (By Appointment Only) from \$20.00 to \$100.00; Rentals – Kayak, single person, per hour from \$10.00 to \$15.00; Rentals – Kayak, single person, 4 hours from \$35.00 to \$40.00; Rentals – Kayak, single person, 8 hours from \$50.00 to \$55.00; Rentals – Kayak, Tandem or Touring, per hour from \$15.00 to \$20.00; Rental – Kayak, Tandem or Touring, 4 hours from \$40.00 to \$50.00; Rentals – Pedal Boat, per hour from \$20.00 to \$25.00; Rentals – Pedal Boat, 4 hours from \$35.00 to \$50.00; Rentals – Pedal Boat, 8 hours from \$55.00 to \$70.00; Rentals – Stand-Up Paddleboard (SUP), 4 hours from \$35.00 to \$40.00; and Rentals - Stand-Up Paddleboard (SUP), 8 hours from \$50.00 to \$55.00.

Section 2. The Parks and Recreation Fee Schedule increases are approved for Bayview Community Center and will move allocation from the Senior Center Cost Center to Community Center allocation – Park Pier, per hour (1 hr. min.) from \$100.00 to \$150.00; Park Pier, per hour, add-on to building rental new fee \$100.00.

Section 3. The Parks and Recreation Fee Schedule increases are approved for Bayview Senior Resource Center activity to include Rental – Social Hall w/Kitchen, per hour (3 hrs. min.) from \$100.00 to \$150.00.

Section 4. The Parks and Recreation Fee Schedule increase is approved for Sanders Beach Corinne Jones Resource Center activity, Rental – Table Linen(s) per cloth from \$16.00 to \$20.00.

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-102

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-102 - FINAL AMENDMENT TO THE FISCAL YEAR 2022 BUDGET

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-102

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

In order to maintain a balanced budget, supplemental budget resolutions need to be approved by City Council during the course of a fiscal year. According to Florida Statute 166.241, the governing body of a municipality may, within up to 60 days following the end of the fiscal year, amend a budget for that year. The attached resolution includes final budget adjustments for Fiscal Year 2022 that require Council action.

Within Sanitation Fund, Revenues have been adjusted based on actual amounts received. Expenditures of \$175,000 have been appropriated within Operating Expenses to provide sufficient funding for the remainder of the fiscal year.

Revenues in the Port Fund have been adjusted based on actual amounts received. Expenditures of \$212,661 have been appropriated within Operating Expenses to provide sufficient funding for the remainder of the fiscal year.

PRIOR ACTION:

September 15, 2021 - City Council formally adopted a beginning FY 2022 Budget on Budget Resolution No. 2021-71

November 18, 2021 - City Council adopted Supplemental Budget Resolution No. 2021-89, covering purchase orders payable

December 16, 2021 - City Council adopted Supplemental Budget Resolution No. 2021-106, covering unencumbered carryovers

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the supplemental budget resolution are covered by fund balances, shifts in expenses, or changes in revenues. Adoption of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2022.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/31/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-102
- 2) Supplemental Budget Explanation No. 2022-102

PRESENTATION: No

**RESOLUTION
NO. 2022-102**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING
SEPTEMBER 30, 2022; 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. SANITATION FUND

As Reads:	Residential Refuse Container Charges	4,932,200
Amended		
To Read:	Residential Refuse Container Charges	4,993,719
As Reads:	Bulk Item Collection Charges	130,000
Amended		
To Read:	Bulk Item Collection Charges	139,404
As Reads:	Business Refuse Container Charges	127,000
Amended		
To Read:	Business Refuse Container Charges	231,453
As Reads:	Operating Expenses	4,071,401
Amended		
To Read:	Operating Expenses	4,246,777

B. PORT FUND

As Reads:	Wharfage	402,400
Amended		
To Read:	Wharfage	557,511
As Reads:	Storage	309,000
Amended		
To Read:	Storage	366,550
As Reads:	Operating Expenses	2,646,713
Amended		
To Read:	Operating Expenses	2,859,374

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

SECTION 3. This resolution shall become effective retroactive to September 30, 2022 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

NOVEMBER 2022 - FINAL SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION - FY 2022 NO. 2022-102

FUND	AMOUNT	DESCRIPTION
A. SANITATION FUND		
Estimated Revenues:		
Residential Refuse Container Charges	61,519	Increase estimated revenue from Residential Refuse Container Charges
Bulk Item Collection Charges	9,404	Increase estimated revenue from Bulk Item Collection Charges
Business Refuse Container Charges	104,453	Increase estimated revenue from Business Refuse Container Charges
Total Estimated Revenues	<u>175,376</u>	
Appropriations:		
Operating Expenses	<u>175,376</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>175,376</u>	
B. PORT FUND		
Estimated Revenues:		
Wharfage	155,111	Increase estimated revenue from Wharfage
Storage	57,550	Increase estimated revenue from Storage
Total Estimated Revenues	<u>212,661</u>	
Appropriations:		
Operating Expenses	<u>212,661</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>212,661</u>	



Memorandum

File #: 22-01003

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

FY 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: LOCAL SOLICITATION

RECOMMENDATION:

The City Council approve and authorize the Mayor to execute the acceptance of the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation, between the City of Pensacola and the U.S. Department of Justice, Office of Justice Programs in the amount of \$29,778.00 upon award of grant. Further, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department (PPD) will be submitting a grant application to the U.S. Department of Justice, Bureau of Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula (Local Solicitation) to purchase 185 tactical trauma bags to keep in police vehicles to use at emergency scenes.

The tactical trauma bags (Vel-Tye ARTAC Bag) are not intended to replace the skills/medical care provided by EMTs/paramedics. They are designed to allow officers to provide basic first aid (beyond Band Aids) to trauma or seriously injured people.

Contents for the Vel-Tye ARTAC Bags include two SWAT-T tourniquets, one HYFIN-vented chest seal, three Z-folded krinkle gauze, three 6-inch Ace bandages, one survival wrap blanket, one roll of medical duct tape, one set of trauma shears, and one box of nitrile disposable gloves. Additional supplies will be purchased to replenish items that are used. The initial cost of the bags and supplies will be \$28,527.00, plus the remaining \$1,251.00 to purchase replacement supplies.

From serious chest wounds to hypothermia, the contents of Vel-Tye ARTAC Bags could easily save someone's life until advanced medical care arrives on-scene or they are transferred to a hospital.

The JAG Program blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEGB) Programs (under Title XI-Department of Justice Reauthorization) to provide agencies with

the flexibility to prioritize and place justice funds where they are most needed. The JAG Program provides states, tribes, and local governments funding to support a broad range of activities to prevent and control crime based upon local needs and conditions. Matching funds are not required under the JAG Program.

Among the grant requirements are that the Pensacola Police Department notify City Council of its intended use of the grant and to allow the citizens an opportunity to comment prior to the application submission.

PRIOR ACTION:

None

FUNDING:

Budget: \$29,778.00

Actual: \$9,620.00 (185 Vel-Tye ARTAC Bags)
4,440.00 (SWAT-T Tourniquets/ 2 per bag)
2,884.15 (185 HYFIN vented chest seal essentials)
1,332.00 (Z Folded Krinkle Gauze/ 3 per bag)
5,544.45 (6" Ace Bandages/ 3 per bag)
534.65 (Survival Wrap Blankets)
843.60 (Medical Duct Tape roll)
932.40 (Trauma Shears)
2,395.75 (Gloves, Nitrile Disposable XL)
1,251.00 (Additional money for replacement supplies for re-stocking)
\$29,778.00

FINANCIAL IMPACT:

The estimated grant award for the FY22 Edward Byrne Memorial Justice Assistance (JAG) Program Local Solicitation is \$29,778.00, based on the 2022 Florida Local JAG Allocations. Projects to be funded from this grant award do not require a local match. Approval of the supplemental budget resolution will appropriate funding for this grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/30/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Grant Application No. 13689577

- 2) Grant Award 15PBAJA-22-GG-02492-JAGX
- 3) Proposal Narrative O-BJA-2022-171368
- 4) Budget Narrative O-BJA-2022-171368
- 5) Award Letter
- 6) Supplemental Budget Resolution No. 2022-101
- 7) Supplemental Budget Explanation No. 2022-101

PRESENTATION: No



JUSTgrants
JUSTICE GRANTS SYSTEM

Your application GRANT13689577 has been successfully submitted for BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation on 08-03-2022 11:23 AM

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify): _____
* 3. Date Received: _____	4. Applicant Identifier: _____	
5a. Federal Entity Identifier: _____	5b. Federal Award Identifier: _____	
State Use Only:		
6. Date Received by State: _____	7. State Application Identifier: _____	
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Pensacola		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000406	* c. Organizational DUNS: 0731315590000	
d. Address:		
* Street1: 222 W. Main St.	_____	
Street2:	_____	
* City: Pensacola	_____	
County/Parish:	_____	
* State: FL: Florida	_____ <input checked="" type="checkbox"/>	
Province:	_____	
* Country: USA: UNITED STATES	_____ <input checked="" type="checkbox"/>	
* Zip / Postal Code: 32502-5743	_____	
e. Organizational Unit:		
Department Name: Pensacola Police Department	Division Name: _____	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____	* First Name: Cindy	
Middle Name: _____	_____	
* Last Name: West	_____	
Suffix: _____	_____	
Title: Accreditation/Grant Specialist		
Organizational Affiliation: Pensacola Police Department		
* Telephone Number: 850-435-1932	Fax Number: _____	
* Email: Cewest@cityofpensacola.com		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

*** 12. Funding Opportunity Number:**

O-BJA-2022-171368

* Title:

BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation

13. Competition Identification Number:

C-BJA-2022-00155-PROD

Title:

Category 2 - Applicants with eligible allocation amounts of \$25,000 or more.

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Tactical trauma bags for police officers

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:
* a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
* a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="\$29,778.00"/>
* b. Applicant	<input type="text" value="0"/>
* c. State	<input type="text" value="0"/>
* d. Local	<input type="text" value="0"/>
* e. Other	<input type="text" value="0"/>
* f. Program Income	<input type="text" value="0"/>
* g. TOTAL	<input type="text" value="\$29,778.00"/>

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

a. This application was made available to the State under the Executive Order 12372 Process for review on .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

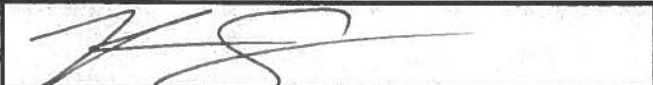
* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:  * Date Signed:



Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: **City of Pensacola**

Street1: **222 W. Main St.**

Street2: _____

City: **Pensacola**

State: **Florida**

Zip Code: **32502**

AJ 12/26/22

2. Authorized Representative's Name and Title:

Prefix: _____ First Name: **Amy** Middle Name: _____

Last Name: **Lovoy** Suffix: _____

Title: **Finance Director**

3. Phone: **850-435-1821** 4. Fax: _____

5. Email: **Alovoy@cityofpensacola.com**

6. Year Established: **1821** 7. Employer Identification Number (EIN): **59-6000406** 8. Unique Entity Identifier (UEI) Number: **UBMRAF87HQF5**

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? Yes No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



AUDIT INFORMATION

<p>9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?</p> <p>If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):

"Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

Financial Statement Audit

Defense Contract Agency Audit (DCAA)

Other Audit & Agency (list type of audit):
[REDACTED]

None (if none, skip to question 13)

11. Most Recent Audit Report Issued: Within the last 12 months Within the last 2 years Over 2 years ago N/A

Name of Audit Agency/Firm: Warren Awerett

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

Unqualified Opinion Qualified Opinion Disclaimer, Going Concern or Adverse Opinions N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 0

Enter the dollar amount of questioned costs (if none, enter "\$0"): [REDACTED]

Were material weaknesses noted in the report or opinion? Yes No

13. Which of the following best describes the applicant entity's accounting system:

Manual Automated Combination of manual and automated

<p>14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>



<p>17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>

PROPERTY STANDARDS AND PROCUREMENT STANDARDS

<p>20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>
<p>23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p>

TRAVEL POLICY

<p>24. Does the applicant entity:</p> <p>(a) maintain a standard travel policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(b) adhere to the Federal Travel Regulation (FTR)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

SUBRECIPIENT MANAGEMENT AND MONITORING

<p>25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p> <p><input checked="" type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards</p>
---	---



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 12/31/2023

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input checked="" type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input checked="" type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure
If "Yes", provide the following:	
(a) Name(s) of the federal awarding agency: [Redacted]	
(b) Date(s) the agency notified the applicant entity of the "high risk" designation: [Redacted]	
(c) Contact information for the "high risk" point of contact at the federal agency:	
Name:	[Redacted]
Phone:	[Redacted]
Email:	[Redacted]
(d) Reason for "high risk" status, as set out by the federal agency: [Redacted]	

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Amy Lovoy	Date: 07/26/2022
Title: <input type="checkbox"/> Executive Director <input checked="" type="checkbox"/> Chief Financial Officer <input type="checkbox"/> Chairman	
<input type="checkbox"/> Other: [Redacted]	
Phone: 850-435-1821	

**THIS GRANT AWARD IS NOT IN STANDARD
FORMAT.**

**THIS GRANT REQUIRES AN ELECTRONIC
SIGNATURE FOR ACCEPTANCE **BEFORE** PRINTING
OFFICIAL GRANT AWARD DOCUMENTS.**

**THIS STEP CANNOT BE COMPLETED BY THE CITY
ADMINISTRATOR UNTIL CITY COUNCIL
APPROVES/ACCEPTS THE AWARD.**

Funded Award

(15PBJA-22-GG-02492-JAGX) **PENDING AWARD EXTERNAL ASSIGNEE**

Entity Legal Name (PENSACOLA, CITY OF) Doing Business As: ()

Solicitation Title:	BJA FY 22 Edward Byrne Memorial Justice Assistance Grant	Solicitation Category:	Category 2 - Applicants with eligible allocation amounts of \$25,000 or more
Project Title:	Tactical trauma bags for officers to keep in patrol vehicles. Federal Award Amount \$29,778.00		
Project Period:	10/1/21 - 9/30/25	Program Office:	BJA
Managing Office:	OJP	UEI:	UBMRAF87HQF5
DOJ Grant Manager:	Tarasa Napolitano	TIN:	596000406
Grant Award Administrator:	Jennifer Cole		
FAW Case ID	FAW-170881		

This will be signed by Mr. Fiddler after Council approval.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation

Application Number

GRANT13689577

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name

Tarasa Napolitano

Phone Number

202-598-7372

E-mail Address

Tarasa.Napolitano@usdoj.gov

Project Title

Tactical trauma bags for officers to keep in patrol vehicles.

Performance Period Start Date

10/01/2021

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2021

Budget Period End Date

09/30/2025

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.

09/30/2025

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the

recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically

including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of

the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish

workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a

procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to

the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award

should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

32

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include

the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

33

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

36

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23

occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

41

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task

Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

42

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;

- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual

performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse

itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

[Load More](#)

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material

representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Deputy Assistant Attorney General

Name of Approving Official

Maureen Henneberg

Signed Date And Time

9/20/22 1:08 AM

Authorized Representative**Entity Acceptance**

Title of Authorized Entity Official

City of Administrator

Signed Date And Time

PROPOSAL NARRATIVE
O-BJA-2022-171368
C-BJA-2022-00155-PROD

Tactical Trauma Bags – Narrative

The Pensacola Police Department is applying for a \$29,778 through the FY 22 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation to purchase 185 tactical trauma bags for officers to keep in police vehicles and use at emergency scenes.

These bags are not intended to replace the skills / medical care provided by EMTs/paramedics. Rather they are designed to allow officers to provide basic first aid – beyond Band Aids – to trauma or seriously injured people.

Contents for the Vel-Tye ARTAC Bag include two SWAT-T tourniquets, one HYFIN-vented chest seal, three Z-folded Krinkle gauze, three six-inch Ace bandages, one survival wrap blanket, one roll of medical duct tape, one set of trauma shears, and one box of nitrile disposable gloves. Additional supplies will be purchased to replenish items that are used. The initial cost of the bags plus supplies will be \$28,527.00 plus the remaining \$1,251 to be spent on purchasing supplies to replace those that are used.

From serious chest wounds to hypothermia, the contents of this bag could easily save someone's life until advanced medical care arrives on scene or they are transferred to a hospital.

PROPOSAL ABSTRACT

a. Description of the Issue –

- Patrol officers are encountering serious injuries from gunshot wounds more and more often on the streets. Basic medical care such as tourniquets and a vented chest seal could make a difference in saving someone's life until paramedics/EMTs arrive.
- As the volume of emergency calls increase yearly, it can result in delays – perhaps of only a few minutes – for an ambulance to arrive. During that time, officers could begin basic emergency medical care

b. Project Design and Implementation –

Once the bags/supplies are ordered and arrive, they will be distributed to the department's officers to keep in their police vehicles. Officers will be responsible for replacing items from supplies kept in the Training Section once they have used those in their bag.

(Continued on next page)

Pensacola Police Department
Page 2

c. Capabilities and Competencies –

N/A

d. Plan for collecting data required for this solicitation's performance measures –

A roster of issued equipment will be maintained in the Training Section. Equipment that is issued and replaced will be inventoried on the list and can be shown on performance measures as to how much/many pieces of medical equipment were used.

d. Project identifiers –

- Improved opportunities for officers to provide a more advanced form of first aid for disaster and seriously injured people.
- Requests for equipment replacement in bags.
- Ability for officers to calm injured people by actively applying a gauze bandage or tourniquet to injuries instead of just telling them to hold on and help is on the way.

BUDGET NARRATIVE
O-BJA-2022-171368 C-
BJA-2022-00155-PROD

Pensacola Police Department
Tactical Trauma Bags/Contents for each bag

<u>Bag and content</u>	<u>Can be Purchase at</u>
1 each Bag, Vel-Tye ARTAC BAG gisgear.com	\$52.00 each @
2 each SWAT-T Tourniquet GlobalIndustries.com	\$12.00 each @
1 each HYFIN- Vented Chest Seal Essentials	\$15.59 each @ Rescue
3 each Z Folded Krinkle Gauze 4.5" x 4.1 yd. Chinookmed.com	\$2.40 each @
3 each 6" Ace Bandages Amazon	\$9.99 @ Rite Aid or
1 each Survival Wrap Blanket 52" x 84" Zoro.com	\$2.89 @
1 roll Medical Duct Tape Safetygear.com	\$4.56 @
1 each Trauma Shears, Angled 7" Zoro.com	\$5.04 @
1 pair Gloves, Nitrile Disposable XL GlobalIndustries.com	\$12.95 a box @

154.20 x 185 officers = \$28,527*

\$1,251 for additional supplies for re-stocking bags*

*These prices are subject to change.

Award Letter

September 22, 2022

Dear Kerrith Fiddler,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by PENSACOLA, CITY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is **\$29,778**.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2022 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2022 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

**RESOLUTION
NO. 2022-101**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	1,623,200
Amended		
To Read:	Federal Grants	1,652,978
As Reads	Operating Expenses	18,200
Amended		
To Read:	Operating Expenses	47,978

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

OCTOBER 2022 - SUPPLEMENTAL BUDGET RESOLUTION - FY22 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM- LOCAL SOLICITATION

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	29,778	Increase appropriation for Federal Grants - JAG Grant: Local Solicitation
Total Revenues	<u>29,778</u>	
Appropriations		
Operating Expenses	29,778	Increase appropriation for Operating Expenses
Total Appropriations	<u>29,778</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-101

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-101 - FY22 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: LOCAL SOLICITATION

RECOMMENDATION:

That City Council Adopt Supplemental Budget Resolution No. 2022-101.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING 2023; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department (PPD) will be submitting a grant application to the U.S. Department of Justice, Bureau of Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula (Local Solicitation) to purchase 185 tactical trauma bags to keep in police vehicles to use at emergency scenes.

The tactical trauma bags (Vel-Tye ARTAC Bag) are not intended to replace the skills/medical care provided by EMTs/paramedics. They are designed to allow officers to provide basic first aid (beyond Band Aids) to trauma or seriously injured people.

Contents for the Vel-Tye ARTAC Bags include two SWAT-T tourniquets, one HYFIN-vented chest seal, three Z-folded krinkle gauze, three 6-inch Ace bandages, one survival wrap blanket, one roll of medical duct tape, one set of trauma shears, and one box of nitrile disposable gloves. Additional supplies will be purchased to replenish items that are used. The initial cost of the bags and supplies will be \$28,527.00, plus the remaining \$1,251.00 to purchase replacement supplies.

From serious chest wounds to hypothermia, the contents of Vel-Tye ARTAC Bags could easily save someone's life until advanced medical care arrives on-scene or they are transferred to a hospital.

The JAG Program blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEGB) Programs (under Title XI-Department of Justice Reauthorization) to provide agencies with the flexibility to prioritize and place justice funds where they are most needed. The JAG Program

provides states, tribes, and local governments funding to support a broad range of activities to prevent and control crime based upon local needs and conditions. Matching funds are not required under the JAG Program.

Among the grant requirements are that the Pensacola Police Department notify City Council of its intended use of the grant and to allow the citizens an opportunity to comment prior to the application submission.

PRIOR ACTION:

None

FUNDING:

Budget: \$29,778.00

Actual: \$ 9,620.00 (185 Vel-Tye ARTAC Bags)
4,440.00 (SWAT-T Tourniquets/ 2 per bag)
2,884.15 (185 HYFIN vented chest seal essentials)
1,332.00 (Z Folded Krinkle Gauze/ 3 per bag)
5,544.45 (6" Ace Bandages/ 3 per bag)
534.65 (Survival Wrap Blankets)
843.60 (Medical Duct Tape roll)
932.40 (Trauma Shears)
2,395.75 (Gloves, Nitrile Disposable XL)
1,251.00 (Replacement supplies for re-stocking bags)
\$29,778.00

FINANCIAL IMPACT:

The estimated grant award for the FY22 Edward Byrne Memorial Justice Assistance (JAG) Program Local Solicitation is \$29,778, based on the 2022 Florida Local JAG Allocations. Projects to be funded from this grant award do not require a local match. Approval of the supplemental budget resolution will appropriate funding for this grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/12/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-101

2) Supplemental Budget Explanation No. 2022-101

PRESENTATION: No

**RESOLUTION
NO. 2022-101**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	1,623,200
Amended		
To Read:	Federal Grants	1,652,978
As Reads	Operating Expenses	18,200
Amended		
To Read:	Operating Expenses	47,978

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

OCTOBER 2022 - SUPPLEMENTAL BUDGET RESOLUTION - FY22 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM- LOCAL SOLICITATION

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	29,778	Increase appropriation for Federal Grants - JAG Grant: Local Solicitation
Total Revenues	<u>29,778</u>	
Appropriations		
Operating Expenses	29,778	Increase appropriation for Operating Expenses
Total Appropriations	<u>29,778</u>	



Memorandum

File #: 22-01009

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

APPROVAL OF FY2022 BULLETPROOF VEST PROGRAM PARTNERSHIP WITH PATRICK LEAHY BULLETPROOF VEST FOUNDATION

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of the Bulletproof Vest Program grant award with Patrick Leahy Bulletproof Vest Foundation in the amount of \$19,742.80. Further that City Council authorize the Mayor to take all actions necessary to finalize 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 (PPD) has been awarded a \$19,742.80 grant from the Bulletproof Vest Program Partnership with Partrick Leahy Bulletproof Vest Foundation to purchase 44 bulletproof vests for PPD officers. Some of the current vests issued to officers have already reached their five-year expiration date while others will soon be expiring. In addition, more vests need to be purchased for new officers.

PRIOR ACTION:

None

FUNDING:

Budget: \$19,742.80 (Patrick Leahy Bulletproof Vest Partnership Grant)
19,742.80 (local matching funds)

Actual: \$39,485.60

FINANCIAL IMPACT:

The estimated grant award for the Patrick Leahy Bulletproof Vest Foundation is \$19,742.80. Projects to be funded from this grant award require a local match. Approval of the supplemental budget

resolution will appropriate funding for this grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/25/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Application for FY 2022 Bulletproof Vest Program Grant
- 2) Award Letter FY 2022 Patrick Leahy Bulletproof Vest Partnership
- 3) Supplemental Budget Resolution No. 2022-103
- 4) Supplemental Budget Explanation No. 2022-103

PRESENTATION: No

STATUS

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red !'s indicate your attention is needed in order to complete a task for action.

CURRENT ACTIVITY STATUS

Application ✓ Award is pending due to unmatched DUNS between BVP and SAM. Please verify your DUNS and make it matched between the two systems. [View Details](#)

AVAILABLE AWARDS

ATTN	Fiscal Year	Award Amount	Total Paid	Total Requests	Eligible Balance	Expiration Date
	2020	\$14,454.00	\$14,454.00	\$0.00	\$0.00	10/14/2022
!	2021	\$20,000.00	\$15,874.17	\$0.00	\$4,125.83	08/31/2023
	2022	\$19,742.80	\$0.00	\$0.00	\$0.00	08/31/2024

APPLICATION DETAILS

APPLICATION PROFILE

Participant	PENSACOLA CITY
Fiscal Year	2022
Number of Agencies Applied	0
Total Number of Officers for Application	180
Number of Officers on Approved Applications	180

APPLICATION PROFILE

Fiscal Year	2022				
Vest Replacement Cycle 	5				
Number of Officers	180				
Number of Emergency Replacement Needs 	<table border="1"> <tr> <td>Number of Stolen or Damaged</td> <td>2</td> </tr> <tr> <td>Number of Officer Turnover</td> <td>15</td> </tr> </table>	Number of Stolen or Damaged	2	Number of Officer Turnover	15
Number of Stolen or Damaged	2				
Number of Officer Turnover	15				

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
BII-5	44	\$897.40	\$39,485.60	\$0.00	\$39,485.60
Grand Totals	44		\$39,485.60	\$0.00	\$39,485.60

AWARD SUMMARY FOR FY2022 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$39,485.60	\$19,742.80	Not Approved	Award is pending due to unmatched UEI between BVP and SAM. Please verify your UEI and make it matched between the two systems.
Grand Totals:	\$39,485.60	\$19,742.80		

RETURN

AGENCY INFORMATION

Please make sure your Jurisdiction name is correct since this is how it will appear on your banking form. If the jurisdiction name is incorrect, please contact the BVP Help Desk as shown at the bottom of the left side menu.

AGENCY INFORMATION

Name: PENSACOLA CITY

Agency Type: City/Municipality

Government ID Number: 102017001

*** Tax Payer ID Number:** 

9 Digit DUNS: 073131559

DUNS 4:

*** Unique Entity Identifier (UEI):**

Number of Existing Population: 54312

Number of Existing Full Time Officers: 162

Number of Existing Part Time Officers: 18

OFFICE ADDRESS

*** Address Line 1:**

222 W. Main St.

Address Line 2:

*** City:**

Pensacola

State:

FL

*** Zip:**

32502

CANCEL

SAVE

REVIEW APPLICATION



Application Profile



Application



NIJ Approved Vests



Submit Application

Below is the current status of your application.

REVIEW BVP APPLICATION FOR FUNDING

Applicant	Quantity	Total Cost	Date Submitted	Application Status
PENSACOLA CITY	44	\$39,485.60		Award is pending due to unmatched DUNS between BVP and SAM. Please verify your DUNS and make it matched between the two systems.
Grand Totals:	44	\$39,485.60		

MANDATORY WEAR POLICY

Since 2011, the Department of Justice's BVP Program has included an application requirement to ensure that agencies receiving funding for reimbursement of body armor purchases have a written Mandatory Wear Policy for uniformed patrol officers in place. Your agency has applied for BVP funding and certified that a wear policy is in place. The Bureau of Justice Assistance requests that you provide a copy of your agency's Mandatory Wear Policy for vests which were reported.

MANDATORY WEAR POLICY

[Mandatory Wear Policy File Upload](#)

CURRENT UPLOADED MANDATORY WEAR POLICY

Upload Date	Upload User	Upload Comments	Action
04/28/2022 05:13:42 PM	cewest@cityofpensacola.com		View

PREVIOUSLY UPLOADED MANDATORY WEAR POLICIES

Upload Date	Upload User ↕	Upload Comments ↕	Action
04/29/2021 02:18:53 PM	cewest@cityofpensacola.com		View
05/20/2020 02:39:50 PM	mcoverdale@cityofpensacola.com		View
05/17/2018 05:03:00 PM	jcole711	General Order B-10 Body Armor - Pensacola Police Department	View

Upload Date	Upload User 	Upload Comments	Action
03/25/2015 12:36:31 PM	pensacolapd		View

STATUS

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red !'s indicate your attention is needed in order to complete a task for action.

CURRENT ACTIVITY STATUS

Application ✓ Award is pending due to unmatched DUNS between BVP and SAM. Please verify your DUNS and make it matched between the two systems. [View Details](#)

AVAILABLE AWARDS

ATTN	Fiscal Year	Award Amount	Total Paid	Total Requests	Eligible Balance	Expiration Date
	2020	\$14,454.00	\$14,454.00	\$0.00	\$0.00	10/14/2022
!	2021	\$20,000.00	\$15,874.17	\$0.00	\$4,125.83	08/31/2023
	2022	\$19,742.80	\$0.00	\$0.00	\$0.00	08/31/2024

APPLICATION HISTORY

Program 	Date Approved	Amount Approved 	Funds Available 	Deobligation Date	Action
2022 Regular Solicitation	Not Approved	\$19,742.80	\$0.00	08/31/2024	View Details
2021 Regular Solicitation	10/18/2021	\$20,000.00	\$4,125.83	08/31/2023	View Details
2020 Regular Solicitation	10/19/2020	\$14,454.00	\$0.00	10/14/2022	View Details
2019 Regular Solicitation	09/24/2019	\$10,415.83	\$0.00	12/03/2021	View Details
2018 Regular Solicitation	10/03/2018	\$22,707.00	\$0.00	11/30/2020	View Details
2017 Regular Solicitation	10/25/2017	\$12,778.17	\$0.00	10/11/2019	View Details
2016 Regular Solicitation	08/18/2016	\$5,550.00	\$0.00	09/21/2018	View Details
2015 Regular Solicitation	08/11/2015	\$26,363.12	\$0.00	09/22/2017	View Details

Program 	Date Approved	Amount Approved 	Funds Available 	Deobligation Date	Action
2014 Regular Solicitation	07/28/2014	\$16,478.28	\$0.00	09/30/2016	View Details
2013 Regular Solicitation	09/11/2013	\$7,513.53	\$0.00	10/16/2015	View Details
2012 Regular Solicitation	09/10/2012	\$9,000.00	\$0.00	08/31/2014	View Details
2011 Regular Solicitation	09/21/2011	\$5,600.00	\$0.00	08/31/2013	View Details
2010 Regular Solicitation	09/17/2010	\$15,400.00	\$0.00	08/31/2012	View Details
2009 Regular Solicitation	08/31/2009	\$16,000.00	\$0.00	09/30/2011	View Details
2008 Regular Solicitation	10/28/2008	\$6,744.50	\$0.00	09/30/2010	View Details
2007 Regular Solicitation	09/13/2007	\$7,500.00	\$0.00	09/30/2011	View Details
2006 Regular Solicitation	02/06/2007	\$7,350.00	\$0.00	09/30/2010	View Details

Program ⇅	Date Approved	Amount Approved ⇅	Funds Available ⇅	Deobligation Date	Action
2005 Regular Solicitation	08/24/2005	\$3,029.40	\$0.00	09/30/2009	View Details
2004 Regular Solicitation	06/08/2004	\$2,703.30	\$0.00	09/30/2008	View Details
2002 Regular Solicitation	05/21/2002	\$4,800.00	\$0.00	09/30/2006	View Details
2001 Regular Solicitation	05/15/2001	\$8,749.06	\$0.00	09/30/2005	View Details
		Amount Approved	Funds Available		
Totals:		\$242,878.99	\$4,125.83		

AGENCY CONTACTS

Please verify your agency contact information.

Note: The role of Primary Point of Contact (POC) is critical to the success of this program. The POC will be required to review and approve the online application and all requests for payment. You will also be making various assurances and certifications with respect to key program guidelines and requirements. **If you feel these responsibilities exceed your authority, please STOP at this point and resume once your authority has been more clearly established.** If you are the Chief Executive, then you will also be acting as the Primary Point of Contact for your jurisdiction.

- o Successfully updated contacts

ASSOCIATED USER INFORMATION HIDE

Name ⌵	User Id ⌵	Phone Number	Email ⌵	S
Jennifer Cole	jcole711	(850) 435- 1856	jcole@pensacolapolice.com	A:
Cindy West	cewest@cityofpensacola.com	(850) 435- 1932	Cewest@cityofpensacola.com	A:

CONTACTS

i Chief Executive Officer

First Name: Grover

Last Name: Robinson IV

E-mail: grobinson@cityofpensacola.com

Fax: (850) 435-1611

Phone: (850) 435-1625

i Chief Financial Officer

First Name: Amy

Last Name: Lovoy

E-mail: alovoy@cityofpensacola.com

Fax:

Phone: (850) 435-1830

i Point of Contact

First Name: Eric

Last Name: Randall

E-mail: Erandall@cityofpensacola.com

Fax: (850) 595-0155

Phone: (850) 435-1855

OFFICE ADDRESS

Address Line 1: 711 N Hayne Street

Address Line 2:

County:

City:

Pensacola

State:

FL

Zip:

32501-4083

Holly Ramsey

To: Jennifer Cole
Subject: RE: [EXTERNAL] Bulletproof Vest Partnership (BVP) – FY 2022 Award Announcement – Awards On Hold

From: BVP Email Account <ojp@public.govdelivery.com>
Sent: Wednesday, September 21, 2022 11:33 AM
To: Jennifer Cole <JSCole@cityofpensacola.com>
Subject: [EXTERNAL] Bulletproof Vest Partnership (BVP) – FY 2022 Award Announcement – Awards On Hold

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2022 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the [BVP System](#).

A complete list of FY 2022 BVP awards is available at: <https://www.ojp.gov/program/bulletproof-vest-partnership/overview>. However, the FY 2022 BVP award for your jurisdiction will be on hold until the required SAM registration is completed and the BVP Helpdesk is notified. Please see the steps below:

1. Your jurisdiction must be registered in SAM.gov. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/status-tracker>. The SAM Helpdesk can be reached at 866-606-8220.
2. Please send an email to the BVP Service Desk at: Vests@ojp.usdoj.gov to confirm you have registered in SAM.gov and to confirm that your Jurisdiction Name (Vendor Name), UEI number, and Address match between the BVP System and SAM. Finally, please update SAM with the latest banking information for your jurisdiction.

The FY 2022 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2022. The deadline to request payments from the FY 2022 award is August 31, 2024, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following website for a list of NIJ compliant vests: <https://cjtec.org/compliance-testing-program/compliant-product-lists/>. As a reminder, all jurisdictions that applied for FY 2022 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVP MandatoryWearPolicy_0.pdf.

Finally, please visit the following page for checklists and guides for each step of the BVP process:
<https://www.ojp.gov/program/bulletedproof-vest-partnership/program-resources>.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: [BJA VALOR INITIATIVE \(ojp.gov\)](#).

Thank you,

BVP Program Support Team

Bureau of Justice Assistance

This email was sent to jcole@pensacolapolice.com using GovDelivery Communications Cloud on behalf of: Department of Justice · Washington, DC

**RESOLUTION
NO. 2022-103**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND		
As Reads:	Federal Grants	1,652,978
Amended		
To Read:	Federal Grants	1,672,721
As Reads:	Operating Expenses	47,978
Amended		
To Read:	Operating Expenses	67,721
B. LAW ENFORCEMENT TRUST FUND		
TO:	Fund Balance	19,743
TO:	Operating Expenses	19,743

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

NOVEMBER 2022 - SUPPLEMENTAL BUDGET RESOLUTION - LETF & BULLET PROOF VEST GRANT FUNDS - NO. 2022-103

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
A. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	<u>19,743</u>	Increase estimated revenue from Federal Grants
Total Revenues	<u>19,743</u>	
Appropriations		
Operating Expenses	<u>19,743</u>	Appropriate funds for Operating Expenses
Total Appropriations	<u>19,743</u>	
B. LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>19,743</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>19,743</u>	Appropriate funds for Operating Expenses
Total Appropriations	<u>19,743</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-103

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-103 - FY2022 BULLETPROOF VEST PROGRAM PARTNERSHIP WITH PATRICK LEAHY BULLETPROOF VEST FOUNDATION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-103.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department (PPD) is requesting \$19,742.80 from the federal forfeiture monies that are held in the LETF fund established by the City of Pensacola as a non-major special revenue fund. The City of Pensacola LETF account consists of both state and federal forfeiture monies held in one accounting fund. Different rules apply to the uses of federal and state forfeiture monies.

The requested amount of \$19,742.80 is to use as matching funds for a \$19,742.80 grant from the Patrick Leahy Bulletproof Vest Partnership to purchase 44 bulletproof vests for PPD officers. Some of the current vests issued to officers have already reached their five-year expiration date while others will soon be expiring. In addition, more vests need to be purchased for new officers.

This is a permissible use of federal forfeiture funds in accordance with the United States Department of Justice Guide to Equitable Sharing.

PRIOR ACTION:

None

FUNDING:

Budget: \$19,742.80 (Patrick Leahy Bulletproof Vest Partnership Grant)
19,742.80 (Federal LETF Grant Matching Funds)

Actual: \$39,485.60

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds and the federal forfeiture grant matching funds from the LETF account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/25/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-103
- 2) Supplemental Budget Explanation No. 2022-103
- 3) Letter of Certification

PRESENTATION: No

**RESOLUTION
NO. 2022-103**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND		
As Reads:	Federal Grants	1,652,978
Amended		
To Read:	Federal Grants	1,672,721
As Reads:	Operating Expenses	47,978
Amended		
To Read:	Operating Expenses	67,721
B. LAW ENFORCEMENT TRUST FUND		
TO:	Fund Balance	19,743
TO:	Operating Expenses	19,743

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


NOVEMBER 2022 - SUPPLEMENTAL BUDGET RESOLUTION - LETF & BULLET PROOF VEST GRANT FUNDS - NO. 2022-103

FUND	AMOUNT	DESCRIPTION
A. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	<u>19,743</u>	Increase estimated revenue from Federal Grants
Total Revenues	<u>19,743</u>	
Appropriations		
Operating Expenses	<u>19,743</u>	Appropriate funds for Operating Expenses
Total Appropriations	<u>19,743</u>	
B. LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>19,743</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>19,743</u>	Appropriate funds for Operating Expenses
Total Appropriations	<u>19,743</u>	

CITY OF PENSACOLA POLICE DEPARTMENT
Local Law Enforcement Trust Funds
Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055 as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

<u>Item</u>	<u>Description of Requested Items</u>	<u>Amount</u>
1	Bulletproof Vests (44) Patrick Leahy Grant (matching funds)	\$19,742.80
Total Requested		<u>\$19,742.80</u>


Eric Randall, Chief of Police

10/6/22
Date



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01038

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AUTHORIZATION TO ACCEPT FUNDING PROVIDED THROUGH THE JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF PENSACOLA, FLORIDA FOR CONSTRUCTION OF A WELCOME SIGN AND FEATURE BETWEEN BAYFRONT PARKWAY AND GREGORY STREET.

RECOMMENDATION:

That City Council accept Florida Department of Transportation JPA 409334-1-58-02 for Pensacola Welcome Sign in the amount of \$370,000.00. Further, that City Council authorize the Mayor to take the actions necessary to continue to administer this agreement, consistent with the terms of the and the Mayor's Executive Powers as granted in the City Charter and Resolution No. 18-55. Also, that City Council adopt a supplemental budget resolution appropriating the funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Funding has been secured through the Segment No. 4093341 Amended Agreement and Joint Participation Agreement. These funds were awarded for the City's use in the design and construction of a welcome sign that will take the place of the Five Flags Plaza that was removed by FDOT during construction of the Pensacola Bay Bridge.

PRIOR ACTION:

On November 8, 2018 City Council Adopted Resolution No. 18-55 to transfer property to FDOT for construction of the Pensacola Bay Bridge Project and Authorizing and Directing the Mayor to execute a quitclaim deed to the property and an agreement providing for appropriate signage and to take all other actions necessary in relation to the resolution. The resulting agreement provided that FDOT would complete \$370,000.00 worth of design and improvements for a welcome sign.

FDOT and City Staff determined that it was desirable for the City to complete the work and therefore on September 30, 2022, an amended agreement and JPA was executed to allow FDOT to provide the City with \$370,000.00 for use in the design and construction of the welcome sign to replace the

Five Flags Plaza.

FUNDING:

Budget: \$370,000.00 (amount of original Agreement)

Actual: \$370,000.00

FINANCIAL IMPACT:

Funding in the amount of \$370,000 is available through FDOT JPA. The JPA will provide for the design fee and construction cost of a welcome sign. Adoption of the Supplemental Budget Resolution will appropriate the funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/31/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator- Community Development
Amy Tootle, PE - Director of Public Works & Facilities

ATTACHMENTS:

- 1) JPA 409334-1-58-02 and Amended Agreement 4093341.
- 2) Supplemental Budget Resolution No. 2022-108
- 3) Supplemental Budget Explanation No. 2022-108

PRESENTATION: No

Financial Project Number(s): 409334-1-58-02

Contract No.: _____

Vendor Number: F596000406005

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF PENSACOLA, FLORIDA

This AGREEMENT is between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, with offices at *1074 Highway 90 East, Chipley, FL 32428* (the "DEPARTMENT"), and **CITY OF PENSACOLA**, a political subdivision of the State of Florida, with offices at *222 West Main Street, Pensacola, Florida 32502* (the "LOCAL AGENCY"). The DEPARTMENT and the LOCAL AGENCY are sometimes referred to in this AGREEMENT as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this AGREEMENT pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the Parties are desirous of having the LOCAL AGENCY CITY OF PENSACOLA, make certain improvements in connection with Financial Project Number **409334-1-58-02**, which are further described on Exhibit "A" – Project Description and Responsibilities, attached hereto and made a part hereof (the "PROJECT"); and

WHEREAS, the LOCAL AGENCY and the DEPARTMENT previously entered into an AGREEMENT on November 14, 2018, (attached hereto as Composite Exhibit G and collectively called the AGREEMENT) wherein the LOCAL AGENCY agreed to convey to the DEPARTMENT a fee simple interest in property described in Exhibit A of the AGREEMENT originally reflecting the DEPARTMENT's responsibility for the design and construction of a sign to signify entrance to the LOCAL AGENCY to replace the former Five Flags Memorial Plaza, which is described in Exhibit C of the AGREEMENT; and

WHEREAS, pursuant to the AMENDMENT (attached hereto as part of Composite Exhibit G), it is agreed that the LOCAL AGENCY shall be responsibility for the design and construction of the replacement sign in accordance with terms of this JOINT PARTICIPATION AGREEMENT;

WHEREAS, the PROJECT is on the State Highway System, is not revenue producing and is contained in the adopted work program; and

WHEREAS, the DEPARTMENT is prepared to reimburse the LOCAL AGENCY for the actual costs of the PROJECT in an amount up to but not to exceed **THREE HUNDRED**

SEVENTY THOUSAND AND 00/100 DOLLARS (\$370,000) that has been allocated in the fiscal year 2022-2023; and

WHEREAS, the implementation of this PROJECT is in the best interest of both Parties and it would be most practical, expeditious, and economical for the LOCAL AGENCY to perform services to complete the PROJECT; and

WHEREAS, the DEPARTMENT will provide design and construction approval of the City of Pensacola sign within a reasonable time frame prior to construction of the sign in coordination with the CITY. The City of Pensacola sign shall be located within the parcel in accordance with the lateral offset criteria in the Department's Design Manual (FDM). DEPARTMENT approval of the sign location will be documented through the DEPARTMENT permitting process. The DEPARTMENT will not provide final approval of the sign installation on the DEPARTMENT right-of-way until after final acceptance of the Pensacola Bay Bridge Replacement project.

WHEREAS, the intent of this AGREEMENT is to establish the terms and conditions of the funding and production of this PROJECT; and

WHEREAS, the LOCAL AGENCY, by resolution number *18-55, dated November 8, 2018*, a copy of which is attached hereto as Exhibit "D" and made a part hereof, has authorized the *Mayor of the City of Pensacola* to enter into this AGREEMENT.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, the Parties agree as follows:

1 – TERM:

- A. This AGREEMENT shall begin upon full execution by both Parties and the LOCAL AGENCY shall complete the PROJECT on or before **August 31, 2023**. If the LOCAL AGENCY does not complete the PROJECT within this time period, this AGREEMENT will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL AGENCY and granted in writing by the DEPARTMENT prior to the expiration of this AGREEMENT. Expiration of this AGREEMENT will be considered termination of the PROJECT. The LOCAL AGENCY acknowledges that no reimbursements for the actual costs of the PROJECT will be provided by the DEPARTMENT under this AGREEMENT for work performed on the PROJECT that is not timely completed and invoiced in accordance with the terms of this AGREEMENT, for work performed prior to full execution of this AGREEMENT, or for work performed after expiration of this AGREEMENT. Notwithstanding the foregoing, the LOCAL AGENCY shall remain obligated to complete all aspects of the PROJECT identified in this AGREEMENT in accordance with its terms, unless otherwise agreed by the Parties in writing.

2 – SERVICES AND PERFORMANCE:

- A. The LOCAL AGENCY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

3 – AMENDMENTS, EXTENSIONS AND ASSIGNMENT:

- A. This AGREEMENT may be amended or extended upon mutual written agreement of the Parties.
- B. This AGREEMENT shall not be assigned, transferred or otherwise encumbered by the LOCAL AGENCY under any circumstances without the prior written consent of the DEPARTMENT.

4 – TERMINATION OR SUSPENSION OF PROJECT:

- A. The DEPARTMENT may, by written notice to the LOCAL AGENCY, suspend any or all of the DEPARTMENT'S obligations under this AGREEMENT for the LOCAL AGENCY'S failure to comply with applicable laws or the terms of this AGREEMENT until such time as the event or condition resulting in such suspension has ceased or been corrected. The DEPARTMENT may also terminate this AGREEMENT, in whole or in part, at any time the interest of the DEPARTMENT requires such termination.
 - 1. If the DEPARTMENT terminates this AGREEMENT, the DEPARTMENT shall notify the LOCAL AGENCY of such termination in writing within thirty (30) days of the DEPARTMENT'S determination to terminate this AGREEMENT, with instructions as to the effective date of termination or to specify the stage of work at which the AGREEMENT is to be terminated.
 - 2. The Parties may also terminate this AGREEMENT when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - 3. If this AGREEMENT is terminated before performance is completed, the LOCAL AGENCY shall be reimbursed only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress on the DEPARTMENT right-of-way will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL AGENCY.
 - 4. Upon termination of this AGREEMENT, the LOCAL AGENCY shall, within thirty (30) days, refund to the DEPARTMENT any funds determined by the DEPARTMENT to have been expended in violation of this AGREEMENT.

5 – PROJECT COST:

- A. The estimated cost of the PROJECT is \$ 370,0000.
- B. The DEPARTMENT agrees to reimburse the LOCAL AGENCY for the actual costs of the PROJECT in an amount up to but not to exceed THREE HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS (\$370,000). The schedule of funding is more fully described in Exhibit “B”, attached hereto and made a part hereof. The LOCAL AGENCY agrees to bear all expenses in excess of the DEPARTMENT’S participation, including any cost overruns or deficits incurred in connection with completion of the PROJECT.

6 – COMPENSATION AND PAYMENT:

- A. The DEPARTMENT shall reimburse the LOCAL AGENCY for actual costs of the PROJECT, as further described in Exhibit “A”.
- B. The LOCAL AGENCY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”.
- C. Invoices shall be submitted by the LOCAL AGENCY in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable, and verifiable units of deliverables as established in Exhibit “A”. Deliverables must be received and accepted in writing by the DEPARTMENT’S Project Manager prior to payments. Requests for reimbursements by the LOCAL AGENCY shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the DEPARTMENT. The LOCAL AGENCY shall use the format for the invoice and progress report that is approved by the DEPARTMENT.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL AGENCY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment “F” – Contract Payment Requirements.
- E. There shall be no reimbursement for travel expenses under this AGREEMENT.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the DEPARTMENT’S Comptroller under Section 334.044(29), Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL AGENCY is unsatisfactory, the DEPARTMENT shall notify

the LOCAL AGENCY of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the DEPARTMENT. The LOCAL AGENCY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL AGENCY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL AGENCY will not be reimbursed to the extent of the non-performance. The LOCAL AGENCY will not be reimbursed until the LOCAL AGENCY resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL AGENCY may bill the DEPARTMENT for the unpaid reimbursement request(s) during the next billing period. If the LOCAL AGENCY is unable to resolve the deficiency, the funds shall be forfeited at the end of the AGREEMENT'S term.

- G. The LOCAL AGENCY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days from the DEPARTMENT'S receipt of the invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the LOCAL AGENCY. Interest penalties of less than one (1) dollar will not be enforced unless the LOCAL AGENCY requests payment. Invoices that have to be returned to the LOCAL AGENCY because of LOCAL AGENCY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL AGENCY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. The LOCAL AGENCY shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this AGREEMENT shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT and for five (5) 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 LOCAL AGENCY'S general accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

- J. Upon request, the LOCAL AGENCY agrees to provide progress reports to the DEPARTMENT in the standard format used by the DEPARTMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the PROJECT and of details thereof.
- K. If, after completion of the PROJECT, any claim is made by the DEPARTMENT resulting from an audit or for work or services performed pursuant to this AGREEMENT, the DEPARTMENT may offset such amount from payments due for work or services done under any agreement which it has with the LOCAL AGENCY owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the DEPARTMENT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the DEPARTMENT.
- L. The LOCAL AGENCY must submit the final invoice on the PROJECT to the DEPARTMENT within one hundred twenty (120) days after completion of the PROJECT. Invoices submitted after the 120-day time period may not be paid.
- M. In the event this AGREEMENT is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- “The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that 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 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.”
- N. The DEPARTMENT’S obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- O. This AGREEMENT does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.
- P. Any PROJECT funds made available by the DEPARTMENT pursuant to this AGREEMENT which are determined by the DEPARTMENT to have been expended by the LOCAL AGENCY in violation of this AGREEMENT or any other applicable law or regulation, shall be promptly refunded in full to the DEPARTMENT. Acceptance by the

DEPARTMENT of any documentation or certifications, mandatory or otherwise permitted, that the LOCAL AGENCY files shall not constitute a waiver of the DEPARTMENT'S rights as the funding agency to verify all information at a later date by audit or investigation.

- Q. In determining the amount of the payment, the DEPARTMENT will exclude all costs incurred by the LOCAL AGENCY prior to the execution of this AGREEMENT, costs incurred after the expiration of this AGREEMENT, costs which are not provided for as described in this AGREEMENT, costs agreed to be borne by the LOCAL AGENCY or its contractors and subcontractors for not meeting the terms of this AGREEMENT, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the DEPARTMENT.

7 – GENERAL REQUIREMENTS:

- A. The LOCAL AGENCY shall complete the PROJECT with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this AGREEMENT and all applicable laws.
- B. The LOCAL AGENCY shall comply and require its contractors and subcontractors to comply with all terms and conditions of this AGREEMENT and all federal, state, and local laws and regulations applicable to the PROJECT.
- C. The LOCAL AGENCY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT by the LOCAL AGENCY'S contractors and consultants. No funds will be provided for payment of claims or additional work on the PROJECT under this AGREEMENT without the prior written approval of the claim or request for additional work by the DEPARTMENT.
- D. The LOCAL AGENCY:
1. 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 LOCAL AGENCY during the term of the AGREEMENT; and
 2. Shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT 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 term of the AGREEMENT.
- E. The LOCAL AGENCY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL AGENCY in conjunction with this AGREEMENT. Specifically, if the LOCAL AGENCY is acting on behalf of a public agency, the LOCAL AGENCY shall:

1. Keep and maintain public records required by the DEPARTMENT to perform the service.
2. Upon request from the DEPARTMENT'S custodian of public records, provide the DEPARTMENT 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 this chapter or as otherwise provided by law.
3. 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'S term and following completion of the AGREEMENT if the LOCAL AGENCY does not transfer the records to the DEPARTMENT.
4. Upon completion of the AGREEMENT, transfer, at no cost, to the DEPARTMENT all public records in possession of the LOCAL AGENCY or keep and maintain public records required by the DEPARTMENT to perform the service. If the LOCAL AGENCY transfers all public records to the DEPARTMENT upon completion of the AGREEMENT, the LOCAL AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LOCAL AGENCY keeps and maintains public records upon completion of the AGREEMENT, the LOCAL AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from DEPARTMENT'S custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

F. IF THE LOCAL AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 3
850-330-1391
D3precustodian@dot.state.fl.us
Florida Department of Transportation
District 3 – Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428

G. Failure by the LOCAL AGENCY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT. The LOCAL AGENCY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the LOCAL AGENCY and shall

promptly provide the DEPARTMENT a copy of the LOCAL AGENCY'S response to each such request.

8 – CONTRACTS OF THE LOCAL AGENCY:

- A. The DEPARTMENT has the right to review and approve any and all third party contracts with respect to the PROJECT before the LOCAL AGENCY executes any contract or obligates itself in any manner requiring the disbursement of DEPARTMENT funds under this AGREEMENT, including consultant or construction contracts or amendments thereto. If the DEPARTMENT exercises this right and the LOCAL AGENCY fails to obtain such approval, the DEPARTMENT may deny payment to the LOCAL AGENCY. The DEPARTMENT may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the Parties that participation by the DEPARTMENT in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the LOCAL AGENCY complying in full with the provisions of Chapter 287.057, Florida Statutes. The LOCAL AGENCY shall certify to the DEPARTMENT that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the LOCAL AGENCY to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the maximum participation amount in this AGREEMENT must be approved by the DEPARTMENT prior to LOCAL AGENCY execution. Failure to obtain such approval, and subsequent execution of an amendment to the AGREEMENT, if required, shall be sufficient cause for nonpayment by the DEPARTMENT.
- C. Participation by the DEPARTMENT in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the LOCAL AGENCY'S complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the LOCAL AGENCY shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- D. If the PROJECT is procured pursuant to Chapter 255 for construction services and at the time of competitive solicitation for the PROJECT, 50 percent or more of the cost of the PROJECT is to be paid from state-appropriated funds, then the LOCAL AGENCY must comply with the requirements of Section 255.0991, Florida Statutes.

- E. The LOCAL AGENCY agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

9 – CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:

- A. In the event the PROJECT includes construction, the following provisions are incorporated into this AGREEMENT:

- 1. In the event the PROJECT involves construction on the DEPARTMENT’S right-of-way, the LOCAL AGENCY shall provide the DEPARTMENT with written notification of either its intent to:
 - i. Award the construction of the PROJECT to a qualified contractor which is the lowest and best bidder in accordance with the applicable state and federal statutes, rules, and regulations. The LOCAL AGENCY shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the PROJECT utilizing existing LOCAL AGENCY employees, if the LOCAL AGENCY can complete said PROJECT within the time frame set forth in this AGREEMENT. The LOCAL AGENCY’S use of this option is subject to approval by the DEPARTMENT.
- 2. The LOCAL AGENCY shall hire a qualified contractor using the LOCAL AGENCY’S normal bid procedures to perform the construction work for the PROJECT.
- 3. The LOCAL AGENCY is responsible for provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the LOCAL AGENCY to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the PROJECT meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the PROJECT. Subject to the approval of the DEPARTMENT, the LOCAL AGENCY may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing LOCAL AGENCY staff that meet the requirements of this paragraph, or a combination thereof.
- 4. The LOCAL AGENCY shall ensure work for any portion of the PROJECT to be located on DEPARTMENT right-of-way shall conform to all applicable standards

of the DEPARTMENT, as provided in Exhibit "O" – Terms and Conditions of Construction in Department Right of Way, which is attached to and incorporated into this AGREEMENT if a portion of the PROJECT will be located on the DEPARTMENT'S right-of-way.

5. The LOCAL AGENCY shall adhere to the DEPARTMENT'S Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
6. The LOCAL AGENCY shall require the LOCAL AGENCY'S contractor to post a payment and performance bond in accordance with applicable law.
7. The LOCAL AGENCY shall be responsible to ensure that the construction work under this AGREEMENT is performed in accordance with the approved construction documents, and that it will meet all applicable LOCAL AGENCY and DEPARTMENT standards.
8. Upon completion of the work authorized by this AGREEMENT, the LOCAL AGENCY shall notify the Department in writing of the completion of construction of the PROJECT; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the PROJECT construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
9. The LOCAL AGENCY shall provide the DEPARTMENT with as-built plans of any portions of the PROJECT funded through the AGREEMENT prior to final inspection.

10 – MAINTENANCE OBLIGATIONS:

A. In the event the PROJECT includes construction then the following provisions are incorporated into this AGREEMENT:

1. The LOCAL AGENCY agrees to maintain any portion of the Project not located on the State Highway System constructed under this AGREEMENT for its useful life. If the LOCAL AGENCY constructs any improvement on DEPARTMENT right-of-way, the LOCAL AGENCY

shall

shall not

maintain the improvements located on the DEPARTMENT right-of-way made for their useful life, as well as all adjacent landscaping on that area. If the LOCAL AGENCY is required to maintain PROJECT improvements located on the DEPARTMENT right-of-way beyond final acceptance, then LOCAL AGENCY shall, prior to any disbursement of the State funding provided under this AGREEMENT, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the DEPARTMENT along with a Use and Occupancy Agreement to lease the property to be maintained for a period of fifty (50) years. The LOCAL AGENCY has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this AGREEMENT as Exhibit "E". This provision will survive termination of this AGREEMENT.

11 – RESTRICTIONS, PROHIBITIONS, CONTROLS AND LABOR PROVISIONS:

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

- E. The DEPARTMENT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this AGREEMENT.

12 – INDEMNIFICATION AND INSURANCE:

- A. It is not intended by any of the provisions of any part of this AGREEMENT to create in the public or any member thereof, a third-party beneficiary under this AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The LOCAL AGENCY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the LOCAL AGENCY or any subcontractor, in connection with this AGREEMENT. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the LOCAL AGENCY agrees to indemnify and hold harmless the DEPARTMENT, including the DEPARTMENT’S officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the LOCAL AGENCY and persons employed or utilized by the LOCAL AGENCY in the performance of this AGREEMENT. This indemnification shall survive the termination of this AGREEMENT. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the LOCAL AGENCY’S sovereign immunity. Additionally, the LOCAL AGENCY agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this AGREEMENT:

“To the fullest extent permitted by law, the LOCAL AGENCY’S contractor/consultant shall indemnify and hold harmless the LOCAL AGENCY and the State of Florida, Department of Transportation, including the DEPARTMENT’S officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the LOCAL AGENCY’S sovereign immunity.”

- B. The LOCAL AGENCY shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law.

If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida’s Workers’ Compensation law.

- C. If the LOCAL AGENCY elects to self-perform the PROJECT, and such self-performance is approved by the DEPARTMENT in accordance with the terms of this AGREEMENT, the LOCAL AGENCY may self-insure, and proof of self-insurance shall be provided to the DEPARTMENT. If the LOCAL AGENCY elects to hire a contractor or consultant to perform the PROJECT, then the LOCAL AGENCY shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the AGREEMENT. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The LOCAL AGENCY shall or cause its contractor to cause the DEPARTMENT to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the DEPARTMENT as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the AGREEMENT and may not be shared with or diminished by claims unrelated to the AGREEMENT. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the LOCAL AGENCY is a state agency or subdivision of the State of Florida that elects to self-perform the PROJECT. Prior to the execution of the AGREEMENT, and at all renewal periods which occur prior to final acceptance of the work, the DEPARTMENT shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The DEPARTMENT shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The DEPARTMENT’S approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the DEPARTMENT may have.

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

13 – MISCELLANEOUS:

- A. In no event shall any payment to the LOCAL AGENCY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist on the part of the LOCAL AGENCY and the making of such payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- B. If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- C. The Parties agree that the LOCAL AGENCY, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the DEPARTMENT as a result of this AGREEMENT.

- D. By execution of this AGREEMENT, the LOCAL AGENCY represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- E. Nothing in this AGREEMENT shall require the LOCAL AGENCY to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the AGREEMENT violate any applicable state law, the LOCAL AGENCY will at once notify the DEPARTMENT in writing in order that appropriate changes and modifications may be made by the Parties to the end that the LOCAL AGENCY may proceed as soon as possible with the PROJECT.
- F. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same AGREEMENT. A facsimile or electronic transmission of this AGREEMENT with a signature on behalf of a Party will be legal and binding on such Party.
- G. 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 representation or agreements, whether written or oral. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- H. The DEPARTMENT reserves the right to unilaterally terminate this Agreement for failure by the LOCAL AGENCY to comply with the provisions of Chapter 119, Florida Statutes.
- I. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of this AGREEMENT and Florida law, the laws of Florida shall prevail. The LOCAL AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this AGREEMENT is decided.
- J. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

FOR THE DEPARTMENT:

Florida Department of Transportation – Local Programs Office
1074 Highway 90
Chipley, Florida 32428

FOR THE LOCAL AGENCY:

CITY OF PENSACOLA – City Administrator
222 W Main Street
Pensacola, Florida 32502

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the dates set forth below.

LOCAL AGENCY:

CITY OF PENSACOLA, FLORIDA

By: David Forte
Name: [Signature]
Title: Deputy City Administrator
Date: 9/30/02

ATTEST:

By: _____
Name: _____
Title: _____ (Seal)

LOCAL AGENCY LEGAL REVIEW:

By: [Signature]

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Krissy Cook
Executive Secretary (Seal)

DEPARTMENT LEGAL REVIEW:

By: _____
Office of the General Counsel

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 409334-1-58-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
The City of Pensacola (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 300ft, RDWY 48100000 at approximately MP 3.451

PROJECT DESCRIPTION: The City of Pensacola intends to replace the Five Flags Memorial removed by the Department during construction of the Three Mile Bridge project. The project will consist of the design and construction of a sign that displays a welcome message, such as "now entering" or "welcome to" Pensacola. The project will include minimal grading, landscaping, hardscaping, and potential adjustment to an existing storm water inlet located in close proximity to the project area.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 9a. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 9a. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 9a. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 60%, 90% and final plans with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's

Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by NA
- b) Design to be completed by 2/15/23
- c) Right-of-Way requirements identified and provided to the Department by NA
- d) Right-of-Way to be certified by NA
- e) Construction contract to be let by 4/15/23.
- f) Construction to be completed by 8/31/23.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

Select Agreement

**EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE**

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
RECIPIENT NAME & BILLING ADDRESS: City of Pensacola 222 West Main Street Pensacola, Florida 32502		FINANCIAL PROJECT NUMBER: 409334-1-58-02			
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44					
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54					
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64					
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : 58)					
FY: 2023	Maximum Department Participation (BRP - State funds)	\$370,000.00	\$0.00	\$370,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$370,000.00 %	\$ 0.00 %	\$370,000.00 %	
TOTAL COST OF THE PROJECT		\$370,000.00	\$ 0.00	\$370,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter - Local Programs Administrator
District Grant Manager Name

Signature _____ Date _____

Select Agreement

EXHIBIT C

(select above)

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Pensacola

PROJECT DESCRIPTION: Replacement of sign to signify entrance to City of Pensacola to replace the former Five Flags Memorial Plaza.

FPID#: 409334-1-58-02

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____ P.E.

SEAL: Name: _____

Date: _____

Select Agreement

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Select Agreement**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

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

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

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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

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

EXHIBIT G

Composite Exhibit - Original Agreement, Deed and Amendment to Original agreement

Item/Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF PENSACOLA

This Agreement is entered into by the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department") and the CITY OF PENSACOLA, a municipal corporation authorized and existing under the laws of the State of Florida (the "City").

RECITALS

1. The Department has undertaken a project (FDOT Item/Segment No. 4093341) for the replacement of SR30 Pensacola Bay Bridge No. 480035 (the "Project").
2. After the beginning of construction, the Department determined to incorporate in the Project the design and construction of the 17th Avenue Interchange on the northern landing of the Pensacola Bay Bridge.
3. The Department requires additional right of way for the construction of the proposed Interchange.
4. Pursuant to section 337.25(1)(b), Florida Statutes, the Department may accept donations of any land, buildings, or other improvements, including personal property within such buildings or on such lands with or without such conditions, reservations, or reverter provisions as are acceptable to the Department. Such donations may be used as transportation rights-of-way or to secure or use transportation rights-of-way for existing, proposed, or anticipated transportation facilities on the State Highway System.
5. The City is the current owner of property ("Property") upon which the "Pensacola Florida – City of Five Flags" memorial ("Five Flags Memorial") is located, and which Property can be used as transportation right-of-way for anticipated transportation facilities associated with the 17th Avenue Interchange portion of the Project.
6. The City desires to donate the Property to the Department upon the condition, but not as any form of consideration but only as mitigation of impacts to the City and as a replacement, that the Five Flags Memorial be replaced with a sign by and at the sole expense of the Department.
7. The Department is authorized pursuant to Section 334.044, Florida Statutes, to enter into contracts and agreements, and pursuant to Section 337.25 to accept donations of land and other property for transportation rights of way.
8. The City is authorized to enter into this Agreement pursuant to the Resolution of its City Council attached hereto.

Item/Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

NOW THEREFORE, in consideration of the mutual benefits to be derived from the Project and the Interchange, the parties agree to the following:

9. The recitals set forth in numbered paragraphs 1 through 8 above are true and correct and are deemed incorporated into this Agreement.
10. At, or within 15 days after, the execution of this Agreement by the City and the Department, the City shall convey to the Department a fee simple interest in the Property by deed in the form attached to this Agreement as Exhibit "A," and simultaneously therewith supply the Department with an executed Donation of Property to FDOT form in the form attached to this Agreement as Exhibit "B."
11. The replacement of the Five Flags Memorial with a sign will be performed pursuant to the provisions of Exhibit "C" attached to this Agreement. Simultaneously with the execution and delivery of Exhibits "A" and "B", the City will deliver a Use and Occupancy Agreement signed on the City's behalf and in the form attached to this Agreement as Exhibit "D".
12. The City makes the conveyance of the property interests referred to above as a negotiated donation of said property interests to the State of Florida for the use of the Department, and acknowledges and waives its rights to have such property interests appraised including therein the Five Flags Memorial, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation of the above referenced property, and to receive reimbursement for reasonable fees and costs.
13. The City hereby confirms that it complied with all applicable federal regulations when it acquired the Property.
14. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the City without the prior written consent of the Department. However, this Agreement shall run to the Department and its successors.
15. This Agreement is governed by and construed in accordance with the Laws of the State of Florida
16. The effective date of this Agreement shall be the latest date on which a party executes this Agreement.
17. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one Agreement.

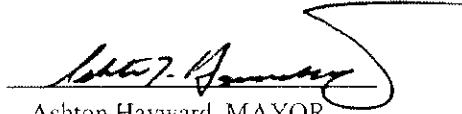
IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its behalf this 14 day of Nov, 2018, by its Mayor, being authorized to enter into and execute same by action of the City Council meeting in regular session on the 8 day of November 2018, and the Department has executed this Agreement through its District Secretary for District III, Florida Department of Transportation on the date set forth below.

Item Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

CITY COUNCIL

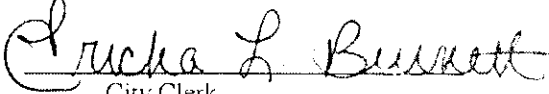
CITY OF PENSACOLA, FLORIDA

BY: _____

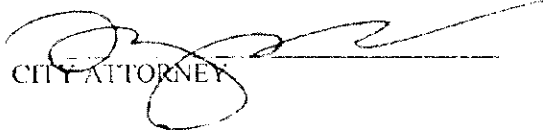

Ashton Hayward, MAYOR

ATTEST: ERICKA BURNETT

CITY CLERK

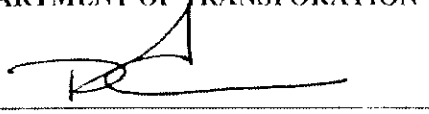

City Clerk

Approved as To Form:


CITY ATTORNEY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: _____


PHILLIP GAINER, P.E.
DISTRICT SECRETARY
1074 Highway 90
Chipley, FL 32428

ATTEST:


EXECUTIVE SECRETARY (SEAL)

Date:

Legal Review:


OFFICE OF GENERAL COUNSEL

Item/Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

EXHIBIT "A"

Recorded in Public Records 1/9/2019 8:53 AM OR Book 8027 Page 1193,
Instrument #2019001978, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

Prepared under the direction of:
Office of the General Counsel
Cary Hawkins, Assistant General Counsel
Florida Department of Transportation
Post Office Box 607
Chipley, Florida 32428

COUNTY: Escambia
ITEM/SEGMENT NO.: 48100-2501
STATE ROAD: 30 (US 98)
PARCEL NO.: SRD12,19&21

QUITCLAIM DEED

THIS INDENTURE, made this 14th day of NOVEMBER 2018, by and between the **CITY OF PENSACOLA**, Florida, whose address is 222 West Main Street, Pensacola, Florida 32502, as the Party of the First Part and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, whose address is 1074 Hwy 90 East, Chipley, Florida 32428. Party of the Second Part.

WITNESSETH

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part, does hereby remise, release and quitclaim unto the Party of the Second Part, and assigns, forever, all the right, title and interest of the City of Pensacola to the property described below, to wit:

A parcel of land situate, lying and being in Block 211, 15th Avenue and DeLeon Street, Waterfront or Pintado Grant, City of Pensacola, according to map of said City, copyrighted by Thomas C. Watson in 1906, being described as follows: Commence at the Southeast corner of Block 32, New City Tract according to said map copyrighted by Thomas C. Watson; thence South 10°24'24.26" East 102.55 feet; thence North 69°08'25.74" East 197.58 feet to the beginning of a curve, concave to the Southerly having a radius of 1869.87 feet; thence run Northeasterly 332.60 feet along said curve through a central angle of 10°11'29" to the end of curve; thence North 10°24'24" West 50.00 feet to the POINT OF BEGINNING; thence continue North 10°24'24" West 111.70 feet to a point on a curve, concave Southwesterly having a radius of 1422.69 feet; thence from a tangent bearing of South 83°59'05" East run Southeasterly 350.99 feet along said curve through a central angle of 14°08'18" to the end of curve, said point being the beginning of a curve, concave Southerly having a radius of 693.21 feet; thence from a tangent

bearing of North 87°19'54" West run Northwesterly, Westerly and Southwesterly 69.91 feet along said curve through a central angle of 5°46'43" to the end of curve, said point being the beginning of a curve, concave Southerly, having a radius of 1919.87 feet; thence from a tangent bearing of South 86°53'24" West run Southwesterly 253.03 feet along said curve through a central angle of 7°33'05" to the end of said curve and the POINT OF BEGINNING;

Containing 18,693 square feet, more or less."

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party of the Second Part.

TO HAVE AND TO HOLD the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the City of Pensacola has caused these presents to be signed in the name of the City of Pensacola by its Mayor and its seal to be hereunto affixed, attested by its City Clerk, on the date first above written.

Signed and sealed CITY OF PENSACOLA in our presence:

Witness: [Signature]

Witness: [Signature]

BY: [Signature]
Ashton Hayward, Mayor
City of Pensacola

ATTEST: [Signature]
Clerk, City of Pensacola



STATE OF FLORIDA
COUNTY OF ESCAMBIA

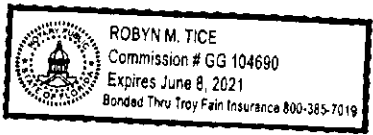
BEFORE ME, the undersigned authority, this day personally appeared, ~~ASHTON J. HAYWARD~~, City of Pensacola and, ~~ZACHAL B. BURNETT~~, Clerk, City of Pensacola, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the

BK: 8027 PG: 1195 Last Page

uses and purposes therein mentioned, and that they affixed thereto the official seal of said City of Pensacola, and the said instrument is the act and deed of said City of Pensacola.

WITNESS my hand and official seal this 14th day of Nov., 2018.

(NOTARIAL SEAL) Robyn M. Tice



Item Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

EXHIBIT "B"



FDOT

Florida Department of Transportation
Office of Right of Way
1074 Highway 90
Chipley, Florida, 324262-41607

RICK SCOTT
GOVERNOR

MIKE DEW
SECRETARY

Donation of Property to the Florida Department of Transportation

City of Pensacola
222 W. Mainstreet
Pensacola, FL 32502

ITEM/SEGMENT NO.:	<u>48006-2501</u>
MANAGING DISTRICT:	<u>3</u>
FAP NO.:	<u>4221-084-C</u>
STATE ROAD NO.:	<u>SR 30</u>
COUNTY:	<u>Escambia</u>
PARCEL NO.:	<u>SRD12, 19, and 21</u>
INTEREST CONVEYED:	<u>City Deed</u>

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

Mayor Ashton Hayward, for The City of Pensacola

Type or Print Property Owner's Name

222 West Main Street,

Street Address

Pensacola, FL 32502

City, State, Zip Code

Date: 05/07/2018

Item/Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

EXHIBIT "C"

Item/Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

The Department will design and construct a sign to signify entrance to the City of Pensacola to replace the Five Flags Memorial being removed by the Department. The City of Pensacola will provide input into the development of the sign and review the design details of the sign. The Department will coordinate the final sign design dimensions, type, and location with the City of Pensacola. The City of Pensacola will provide design approval of the sign within a reasonable time frame prior to construction of the sign. The Department will provide funding for the design and construction of the sign of no more than \$370,000. If the design and construction of the sign approved by the City of Pensacola is estimated to exceed \$370,000, then the City of Pensacola will provide to the Department any additional funds necessary to cover the cost difference between \$370,000 and the total cost of the sign prior to the start of construction. The sign location is anticipated to be in close proximity to, and west of, the existing location of the Five Flags Memorial between Bayfront Parkway and Gregory Street. The sign may include a small earthen berm to elevate it to an appropriate viewing elevation. The anticipated area that the earthen berm may be located in is approximately 10 feet by 60 feet. Sign location will be determined based on sign size. The horizontal width of the sign will be approximately 10 feet in width or less. The vertical height of the sign will be determined by text size and sign type. The Department will add landscaping around the sign. The sign and its adjacent landscaping will be maintained in perpetuity by the City of Pensacola after the Department completes the construction.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
USE AND OCCUPANCY AGREEMENT

ITEM/SEGMENT NO.: 4093341
MANAGING DISTRICT: Three
F.A.P. NO.: 4221-084-C
STATE ROAD NO.: 30
COUNTY: Escambia
PARCEL NO.: _____

THIS AGREEMENT, made this _____ day of _____, between
City of Pensacola, a municipal corporation authorized and existing under the laws of the State of Florida
at 222 West Main Street, Pensacola, Florida
(Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida
(State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to a right of way use and occupancy agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of US HWY 98 (SR30) Bayfront Pkwy & US HWY 98 (SR30) Gregory Street which includes the property described in Exhibit "A" attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace which is that space located above and/or below the gradeline of the property described in Exhibit "A", attached and such airspace is hereinafter referred to as the "real property interest" or the "leased property" and made a part hereof for the following purpose: location of the sign that replaces the Five Flags Memorial and landscaping associated with the sign.

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. **Premises**

The premises hereto are true and correct and form an integral part of this Agreement.

2. **Term**

The Department does hereby lease unto Lessee the real property interest for a period of Fifty (50) years beginning with the date of this Agreement. One renewal of this Agreement may be made for Fifty (50) years. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. **Rent**

a. Lessee shall pay to the Department as rent each month quarter year on or before the first day of each rent

payment period, N/A plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: N/A

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the real property interest as set forth herein.

b. The Lessee's proposed use of the real property interest is as follows: location of the sign that replaces the Five Flags Memorial, and landscaping associated with the sign, and maintenance to the sign and the landscaping

c. The general design for the use of the real property interest, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the real property interest in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the real property interest or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the real property interest so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. Lessee shall ensure vertical and horizontal access to the Department for maintenance purposes. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the real property interest shall not adversely affect the use, safety, appearance, or enjoyment of the highway by lights, sounds, wireless frequencies, smoke, fumes, vapors, odors, droppings, or any other objectionable discharges, or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the real property interest, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the real property interest.

k. Lessee shall not occupy, use, permit, or suffer the real property interest, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the real property interest under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. (select applicable paragraph)

Lessee is a Governmental Agency

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Note: No longer required for local governments.

Lessee is not a Governmental Agency

Lessee shall indemnify, defend, save, and hold harmless the Department, its agents, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the Department.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate, and to associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

Note: No longer required for local governments.

6. **Insurance.** Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department, FHWA, and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than N/A (\$ _____) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than N/A (\$ _____) for property damage, or a combined coverage of not less than N/A (\$ _____). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department and FHWA as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. Termination

- a. This Agreement may be terminated by either party without cause upon 180 (180) days prior written notice to the other party.
- b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.
- c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.
- d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.
- e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.
- f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose, is abandoned, or if use of the facility is required by the Department for transportation, maintenance or emergency purposes.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. Miscellaneous

- a. The real property interest and Lessee's rights under this Agreement shall not be transferred, assigned, pledged or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA. Lessee shall not allow any liens or other encumbrances to attach to the leased property.
- b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:
 1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in,

be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 49 CFR part 21..

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

j. The parties to this Agreement hereby understand and agree that the venue for any action that may arise as a result of this Agreement shall be in Leon County, Florida.

k. If Lessee is a "contractor" for the purposes of Section 119.0701, Florida Statutes, Lessee shall comply with public records laws and specifically shall:

1. Keep and maintain the public records that ordinarily and necessarily would be required to be kept and maintained by the Department in order to perform the services identified herein.
2. Provide the public with access to those public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining the public records and transfer, at no cost, to the Department all the public records in possession of Lessee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All such public records (if any) stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

If Lessee fails during such times to comply with a public records request, the Department shall enforce this section in accordance with this Agreement.

Lessee shall otherwise allow public access to all documents, papers, letters or other materials, made or received by Lessee in connection with this Agreement and the lease of the Demised Premises, to the extent such access is required because such documents, papers, letters or other materials are subject to the provisions of s. 24(a) of the State Constitution or Chapter 119, Florida Statutes.

l. Section 287.133(3)(a), Florida Statutes, requires that Lessee be informed of the following provisions of section 287.133 (2)(a), Florida Statutes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

m. The Department shall consider the employment knowingly by Lessee of unauthorized aliens a violation of Section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement.

n. This Agreement shall not create any third-party beneficiary hereunder, nor shall this Agreement authorize anyone not a party hereto to maintain a suit against the Department pursuant to the terms of this Agreement.

o. This Agreement shall be binding upon the successors, assigns and legal representatives of Lessee and the Department.

p. All Exhibits attached to this Agreement are made a part hereof as if fully copied herein. All submittals required to be submitted by Lessee that are approved by the Department are by reference made a part of this Agreement as if fully copied herein.

q. Nothing in this Agreement or in any documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Department of its sovereign immunity in tort under the Constitution and laws of the State of Florida.

r. "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

g. Lessee does not qualify for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. Section 4601 et seq.)

IN WITNESS WHEREOF, the parties herelo have caused these presents to be executed, the day and year first above written.

City of Pensacola
LESSEE (Company Name, if applicable)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: *Ashton J. Hayward, III*

By: *[Signature]*
District Secretary

Name: Ashton J. Hayward, III

Name: Phillip Gainer, P.E.

Title: Mayor

Attest: *Kristy Good*

Attest: *Ericka L. Burnett* (Seal)

Name/Title: Exec. Asst

Name: Ericka L. Burnett

Legal Review:
[Signature]

Title: City Clerk

District Counsel

Name: *[Signature]*

ADDENDUM

This is an Addendum to that certain Right of Way Use and Occupancy Agreement between City of Pensacola, a municipal corporation authorized and existing under the laws of the State of Florida

and the State of Florida Department of Transportation dated the _____ day of _____, _____.
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (d) of said Agreement:

The Department will design and construct a sign to replace the current Five Flags Memorial as a result of construction associated with the Department's project identified by Item/Segment No. 4093341. The sign will be located on property donated by Lessee and upon which the current Five Flags Memorial is located. After completion of the construction of the sign and installation of landscaping associated therewith, the Department will provide the Lessee with a written description of the property encompassing said sign and landscaping, signed by the Department's District Secretary. The signed description shall become a part of this Agreement and Exhibit "A" thereof, without more, and shall be deemed to be the "real property interest" or "leased property" to which Exhibit "A" and this Agreement pertain.

City of Pensacola
LESSEE (Company Name, if applicable)

By: Ashton J. Hayward III

Name: Ashton J. Hayward III

Title: Mayor

Attest: Ericka L. Burnett (Seal)

Name: Ericka L. Burnett

Title: City Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature]
District Secretary

Name: Phillip Gainer, P.E.

Attest: Krissy Cook

Name/Title: Exec Asst.

Legal Review:
[Signature]
District Counsel

Name: [Signature]

Exhibit A

That portion of the following described property which shall be set out and described in a writing provided by the Department upon completion of construction of a sign pursuant to this Agreement:

A parcel of land situate, lying and being in Block 211, 15th Avenue and DeLeon Street, Waterfront or Pintado Grant, City of Pensacola, according to map of said City, copyrighted by Thomas C. Watson in 1906, being described as follows: Commence at the Southeast corner of Block 32, New City Tract according to said map copyrighted by Thomas C. Watson; thence South 10°24'24.26" East 102.55 feet; thence North 69°08'25.74" East 197.58 feet to the beginning of a curve, concave to the Southerly having a radius of 1869.87 feet; thence run Northeasterly 332.60 feet along said curve through a central angle of 10°11'29" to the end of curve; thence North 10°24'24" West 50.00 feet to the POINT OF BEGINNING; thence continue North 10°24'24" West 111.70 feet to a point on a curve, concave Southwesterly having a radius of 1422.69 feet; thence from a tangent bearing of South 83°59'05" East run Southeasterly 350.99 feet along said curve through a central angle of 14°08'18" to the end of curve, said point being the beginning of a curve, concave Southerly having a radius of 693.21 feet; thence from a tangent bearing of North 87°19'54" West run Northwesterly, Westerly and Southwesterly 69.91 feet along said curve through a central angle of 5°46'43" to the end of curve, said point being the beginning of a curve, concave Southerly, having a radius of 1919.87 feet; thence from a tangent bearing of South 86°53'24" West run Southwesterly 253.03 feet along said curve through a central angle of 7°33'05" to the end of said curve and the POINT OF BEGINNING;

Containing 18,693 square feet, more or less.

RESOLUTION
NO: 18-55

A RESOLUTION
TO BE ENTITLED:

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.

WHEREAS, the State of Florida Department of Transportation is in the process of constructing a replacement for the Pensacola Bay Bridge, including improvements to State Road No. 30, Financial Project No. 4093341 in Escambia County, Florida, and

WHEREAS, in order to accommodate and facilitate the construction project now underway, it is necessary, desirable and in the public interest for the City of Pensacola to transfer ownership of land known as the Five Flags Memorial Park to the State of Florida Department of Transportation, and

WHEREAS, the State of Florida Department of Transportation has proposed an agreement to replace the Five Flags Memorial with appropriate signage to be approved by the City of Pensacola, informing and welcoming the public into the City of Pensacola.

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

SECTION 1. That the City of Pensacola shall provide a quitclaim deed to the Five Flags Memorial Park to the State of Florida Department of Transportation and shall enter into an agreement with the State of Florida Department of Transportation for the replacement of the Five Flags Memorial with appropriate signage identifying entrance into the City of Pensacola.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and any agreements or documents related hereto.

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 Charter of the City of Pensacola, Florida.

Attest: Richie L. Burnett
I, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL THEREOF ON FILE IN MY OFFICE. WITNESS MY HAND AND THE CORPORATE SEAL OF THE CITY OF PENSACOLA, FLORIDA THIS THE 13TH DAY OF November, 2018.
Richie L. Burnett
CITY CLERK
CITY OF PENSACOLA, FLORIDA

Adopted: November 8, 2018

Approved: Gerald C. Winzate
President of City Council

Item/Segment No: 4093341
Replacement Pensacola Bay Bridge No: 480035
Right of Way -City Pensacola

FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF PENSACOLA

This AMENDMENT is between the State of Florida, Department of Transportation, with offices at 1074 Highway 90, Chipley, Florida 32428 (“DEPARTMENT”) and the City of Pensacola, Florida, a Florida municipal corporation with offices at 222 West Main Street, Pensacola, Florida 32502 (“CITY”). The DEPARTMENT and the CITY are sometimes referred to in this amendment as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Parties on **November 14, 2018**, entered into an Agreement (attached hereto and collectively called the AGREEMENT) for the CITY to convey to the DEPARTMENT a fee simple interest in property described in Exhibit A of the AGREEMENT and simultaneously with said conveyance, supply the DEPARTMENT with an executed Donation of Property to the DEPARTMENT in a form similar to Exhibit B of the AGREEMENT and for the DEPARTMENT to design and construct a new gateway plaza to signify entrance to the CITY to replace the former Five Flags Memorial which is described in Exhibit C of the AGREEMENT; and

WHEREAS, pursuant to Exhibit C of the AGREEMENT, the DEPARTMENT agreed to provide funding for the design and construction of the sign of no more than Three Hundred and Seventy Thousand Dollars and 00/100 (\$370,000.00) and the CITY agreed to provide to the DEPARTMENT any additional funds necessary to cover the cost difference between \$370,000.00 and the total cost of the sign prior to the start of the construction; and

WHEREAS, on **November 14, 2018**, the CITY executed a Quitclaim Deed to the DEPARTMENT for the property described in Exhibit A of the AGREEMENT which is attached hereto to this AMENDMENT as Exhibit A; and

WHEREAS, on **November 14, 2018**, the CITY executed a Donation of Property to the DEPARTMENT described in Exhibit B of the AGREEMENT which is attached hereto to this AMENDMENT as Exhibit B; and

WHEREAS, on **November 14, 2018**, the Parties executed a Use and Occupancy Agreement for the DEPARTMENT to lease to the CITY for a period of fifty (50) years the space above and/or below the grade line of the property described in Exhibit A of the AGREEMENT for the purpose of location of the new gateway plaza that replaces the former Five Flags Memorial and landscaping and maintenance associated with the sign; and

WHEREAS, the Parties mutually desire to amend Exhibit C of the AGREEMENT to modify the financial obligations of both the CITY and the DEPARTMENT.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 18-00415

File ID: 18-00415	*Type: Legislative Action Item	Status: Passed
Version: 1	Attorney Review:	*Meeting Body: City Council
Subject:		File Created: 10/25/2018
Title: TRANSFER OF FIVE FLAGS MEMORIAL PARK TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		Final Action: 11/08/2018
		*Agenda Date: 11/08/2018
		Agenda Number: 19.
Sponsors: Ashton J. Hayward, III		Enactment Date:
Attachments: Resolution No. 18-55, Agreement Between the State of Florida Department of Transportation and the City of Pensacola, Quitclaim Deed, Donation of Property to the Florida Department of Transportation, Signage Commitment by Florida Department of Transportation, Use and Occupancy Agreement		Enactment Number:
Recommendation:		Hearing Date:
Entered by: hthorsen@cityofpensacola.com		Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	11/05/2018	Placed on Regular Agenda				Pass
	Action Text:		This Legislative Action Item was Placed on Regular Agenda.				
1	City Council	11/08/2018	Approved				Pass
	Action Text:		A motion was made by Council Member Johnson, seconded by Council Member Terhaar, that this Legislative Action Item be Approved. The motion carried by the following vote:				
			Yes: 5	Council Member Myers, Council Member Terhaar, Council Member Spencer, Council Member Johnson, and Council Member Wu			
			No: 1	Wingate			
			Absent: 1	Council President Cannada-Wynn			

Text of Legislative File 18-00415

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

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.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As the construction of the replacement Pensacola Bay Bridge proceeds, it is necessary to transfer ownership of the Five Flags Memorial Park land to the State of Florida Department of Transportation in order for the State to begin construction of the landfall traffic flow. The State has agreed to erect appropriate signage to be approved by the City, identifying entry into the City of Pensacola from the new Bay Bridge.

PRIOR ACTION:

None

FUNDING:

None

FINANCIAL IMPACT:

The State of Florida Department of Transportation will incur all costs associated with this transfer and replacement signage.

CITY ATTORNEY REVIEW: Yes

10/30/2018

STAFF CONTACT:

Keith Wilkins, City Administrator

Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Resolution No. 18-55
- 2) Agreement between the State of Florida Department of Transportation and the City of Pensacola
- 3) Quitclaim Deed
- 4) Donation of Property to the Florida Department of Transportation
- 5) Signage Commitment by Florida Department of Transportation
- 6) Use and Occupancy Agreement

PRESENTATION: No

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and covenants contained in this AMENDMENT and in the AGREEMENT, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree to amend the AGREEMENT as follows:

1. The facts stated above are true and correct and are incorporated into and made part of this AMENDMENT.
2. Any defined terms used herein that are not specifically defined herein shall have the same meaning as set forth in the AGREEMENT.
3. Exhibit C of the AGREEMENT is hereby amended to remove the DEPARTMENT'S obligation to design and construct the sign, and to add that the CITY will design and construct the sign. The Department will continue to provide the funding for the sign in the amount of Three Hundred and Seventy Thousand Dollars and 00/100 (\$370,000.00).
4. No additional funding for this AMENDMENT or AGREEMENT will be provided by the DEPARTMENT.
5. The DEPARTMENT will provide design and construction approval of the City of Pensacola sign within a reasonable time frame prior to construction of the sign in coordination with the CITY. FDOT approval of the sign location will be documented through the FDOT permitting process. The FDOT will not provide final approval of the sign installation on the FDOT right-of-way until after final acceptance of the Pensacola Bay Bridge Replacement project.
6. Except for the changes and amendments made in this Amended Agreement, the terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT on the dates set forth below:

CITY OF PENSACOLA, FLORIDA

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: David Forte
 Name: David Forte
 Title: Deputy City Administrator
 Date: 9/30/08

By: _____
 Name: _____
 Title: _____
 Date: _____

ATTEST:
 By: Erica L. Burnett
 Name: Erica L. Burnett
 Title: City Clerk (Seal)

ATTEST:
 By: _____
 Krissy Cook
 Executive Secretary (Seal)

LOCAL AGENCY LEGAL REVIEW:
 By: Charles Pappas

DEPARTMENT LEGAL REVIEW:
 By: _____
 Office of the General Counsel

Select Agreement**EXHIBIT O****TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from Insert restrict hours of operation, (insert days of the week for restricted operation), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contract info

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

MEMORANDUM

TO: Grover C. Robinson, IV, Mayor

FROM: James W. Cook, Deputy Director of Operations PW&F 

DATE: September 29, 2022

SUBJ: Request to execute the revised Joint Participation Agreement and associated Amended FDOT agreement for improvements to area previously known as the Five Flags Plaza.

Submitted for your signature is an amended agreement with FDOT, and a revised Joint Participation Agreement (JPA), for completion of improvements to area previously known as the Five Flags Plaza. FDOT has requested we sign a revised JPA due to there being two agreement exhibits that were incomplete in the original submittal. The signing of the revised JPA will cancel and take the place of the original JPA signed on June 14, 2022.

AS previously conveyed in June, under the original agreement, FDOT was to undertake a reconstruction project for a not to exceed cost of \$370,000.00 once construction of the streets associated with the SR30 Pensacola Bay Bridge No. 480035 project was completed. Subsequently, FDOT and the City have decided to shift construction responsibility to the City. FDOT will provide \$370,000.00 for design and construction of a sign and associated improvements. As a result of this agreed upon change, a more detailed Joint Participation Agreement process is required.

Additional agreements may be required during the design and approval process of the JPA. The City will be responsible for any costs above \$370,000.00 associated with the project.

**RESOLUTION
NO. 2022-108**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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	Transportation	868,000
Amended		
To Read:	Transportation	1,238,000
As Reads	Operating Expenses	15,016,800
Amended		
To Read:	Operating Expenses	15,386,800

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

OCTOBER 2022 - SUPPLEMENTAL BUDGET RESOLUTION - JOINT PARTICIPATION AGREEMENT - FLORIDA DEPARTMENT OF TRANSPORTATION & CITY OF PENS/

FUND	AMOUNT	DESCRIPTION
GENERAL FUND		
Estimated Revenues		
Transportation	370,000	Increase estimated revenue from Transportation- Joint Agrmt- Welcome Sign & Feature
Total Revenues	<u>370,000</u>	
Appropriations		
Operating Expenses	<u>370,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>370,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-108

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-108 - USE OF FUNDING PROVIDED THROUGH THE JOINT PARTICIPATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF PENSACOLA, FLORIDA FOR CONSTRUCTION OF A WELCOME SIGN AND FEATURE BETWEEN BAYFRONT PARKWAY AND GREGORY STREET.

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 2022-108:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola and FDOT signed an agreement in 2018 for FDOT to provide \$370,000.00 for design and construction of a sign to replace the Five Flags Memorial that was removed for the bridge construction. The work was to be completed by FDOT and maintenance of the sign and adjacent landscaping would be maintained by the City.

The City and FDOT are amending the original agreement to now provide the City with \$370,000.00 in funding. In the executed JPA with FDOT, the City will now provide the design and construction, and FDOT will provide funding and design input and approval.

PRIOR ACTION:

November 8, 2018 - The City Council passed a resolution for transfer of Five Flags Memorial Park to Florida Department of Transportation and to enter into an agreement for to replace the Five Flags Memorial with appropriate signage approved by City of Pensacola. Resolution No. 18-55.

FUNDING:

Budget: \$370,000.00 (amount of JPA Reimbursement Agreement)

Actual: \$370,000.00

FINANCIAL IMPACT:

Funding will be provided by the State of Florida Department of Transportation, who shall provide to the City of Pensacola an amount not to exceed three hundred seventy thousand dollars and 00/1000 dollars (\$370,000.00), to be used for the design, construction, and landscaping for the welcome sign Five Flags Memorial replacement project. The estimated total cost of the project is \$300,000.00. The remaining \$70,000.00 will be used to fund other expenditures associated with the improvement of the area as allowed by the JPA. Approval of the supplemental budget resolution will appropriate funding for this agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/31/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Amy Tootle, PE - Director Public Works & Facilities

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-108
- 2) Supplemental Budget Explanation No. 2022-108
- 3) Amended Agreement and JPA (includes Resolution No: 18-55 and Original 5 Flags Agreement.

PRESENTATION: Choose an item.

**RESOLUTION
NO. 2022-108**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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	Transportation	868,000
Amended		
To Read:	Transportation	1,238,000
As Reads	Operating Expenses	15,016,800
Amended		
To Read:	Operating Expenses	15,386,800

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

NOVEMBER 2022 - SUPPLEMENTAL BUDGET RESOLUTION - JOINT PARTICIPATION AGREEMENT - FLORIDA DEPARTMENT OF TRANSPORTATION & CITY OF PENSACOLA

FUND	AMOUNT	DESCRIPTION
GENERAL FUND		
Estimated Revenues		
Transportation	370,000	Increase estimated revenue from Transportation- Joint Agrmt- Welcome Sign & Feature
Total Revenues	<u>370,000</u>	
Appropriations		
Operating Expenses	<u>370,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>370,000</u>	

Financial Project Number(s): 409334-1-58-02

Contract No.: _____

Vendor Number: F596000406005

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF PENSACOLA, FLORIDA

This AGREEMENT is between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, with offices at *1074 Highway 90 East, Chipley, FL 32428* (the "DEPARTMENT"), and **CITY OF PENSACOLA**, a political subdivision of the State of Florida, with offices at *222 West Main Street, Pensacola, Florida 32502* (the "LOCAL AGENCY"). The DEPARTMENT and the LOCAL AGENCY are sometimes referred to in this AGREEMENT as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this AGREEMENT pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the Parties are desirous of having the LOCAL AGENCY *CITY OF PENSACOLA*, make certain improvements in connection with Financial Project Number **409334-1-58-02**, which are further described on Exhibit "A" – Project Description and Responsibilities, attached hereto and made a part hereof (the "PROJECT"); and

WHEREAS, the LOCAL AGENCY and the DEPARTMENT previously entered into an AGREEMENT on November 14, 2018, (attached hereto as Composite Exhibit G and collectively called the AGREEMENT) wherein the LOCAL AGENCY agreed to convey to the DEPARTMENT a fee simple interest in property described in Exhibit A of the AGREEMENT originally reflecting the DEPARTMENT's responsibility for the design and construction of a sign to signify entrance to the LOCAL AGENCY to replace the former Five Flags Memorial Plaza, which is described in Exhibit C of the AGREEMENT; and

WHEREAS, pursuant to the AMENDMENT (attached hereto as part of Composite Exhibit G), it is agreed that the LOCAL AGENCY shall be responsibility for the design and construction of the replacement sign in accordance with terms of this JOINT PARTICIPATION AGREEMENT;

WHEREAS, the PROJECT is on the State Highway System, is not revenue producing and is contained in the adopted work program; and

WHEREAS, the DEPARTMENT is prepared to reimburse the LOCAL AGENCY for the actual costs of the PROJECT in an amount up to but not to exceed **THREE HUNDRED**

SEVENTY THOUSAND AND 00/100 DOLLARS (\$370,000) that has been allocated in the fiscal year 2022-2023; and

WHEREAS, the implementation of this PROJECT is in the best interest of both Parties and it would be most practical, expeditious, and economical for the LOCAL AGENCY to perform services to complete the PROJECT; and

WHEREAS, the DEPARTMENT will provide design and construction approval of the City of Pensacola sign within a reasonable time frame prior to construction of the sign in coordination with the CITY. The City of Pensacola sign shall be located within the parcel in accordance with the lateral offset criteria in the Department's Design Manual (FDM). DEPARTMENT approval of the sign location will be documented through the DEPARTMENT permitting process. The DEPARTMENT will not provide final approval of the sign installation on the DEPARTMENT right-of-way until after final acceptance of the Pensacola Bay Bridge Replacement project.

WHEREAS, the intent of this AGREEMENT is to establish the terms and conditions of the funding and production of this PROJECT; and

WHEREAS, the LOCAL AGENCY, by resolution number *18-55, dated November 8, 2018*, a copy of which is attached hereto as Exhibit "D" and made a part hereof, has authorized the *Mayor of the City of Pensacola* to enter into this AGREEMENT.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, the Parties agree as follows:

1 – TERM:

- A. This AGREEMENT shall begin upon full execution by both Parties and the LOCAL AGENCY shall complete the PROJECT on or before **August 31, 2023**. If the LOCAL AGENCY does not complete the PROJECT within this time period, this AGREEMENT will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL AGENCY and granted in writing by the DEPARTMENT prior to the expiration of this AGREEMENT. Expiration of this AGREEMENT will be considered termination of the PROJECT. The LOCAL AGENCY acknowledges that no reimbursements for the actual costs of the PROJECT will be provided by the DEPARTMENT under this AGREEMENT for work performed on the PROJECT that is not timely completed and invoiced in accordance with the terms of this AGREEMENT, for work performed prior to full execution of this AGREEMENT, or for work performed after expiration of this AGREEMENT. Notwithstanding the foregoing, the LOCAL AGENCY shall remain obligated to complete all aspects of the PROJECT identified in this AGREEMENT in accordance with its terms, unless otherwise agreed by the Parties in writing.

2 – SERVICES AND PERFORMANCE:

- A. The LOCAL AGENCY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

3 – AMENDMENTS, EXTENSIONS AND ASSIGNMENT:

- A. This AGREEMENT may be amended or extended upon mutual written agreement of the Parties.
- B. This AGREEMENT shall not be assigned, transferred or otherwise encumbered by the LOCAL AGENCY under any circumstances without the prior written consent of the DEPARTMENT.

4 – TERMINATION OR SUSPENSION OF PROJECT:

- A. The DEPARTMENT may, by written notice to the LOCAL AGENCY, suspend any or all of the DEPARTMENT'S obligations under this AGREEMENT for the LOCAL AGENCY'S failure to comply with applicable laws or the terms of this AGREEMENT until such time as the event or condition resulting in such suspension has ceased or been corrected. The DEPARTMENT may also terminate this AGREEMENT, in whole or in part, at any time the interest of the DEPARTMENT requires such termination.
 - 1. If the DEPARTMENT terminates this AGREEMENT, the DEPARTMENT shall notify the LOCAL AGENCY of such termination in writing within thirty (30) days of the DEPARTMENT'S determination to terminate this AGREEMENT, with instructions as to the effective date of termination or to specify the stage of work at which the AGREEMENT is to be terminated.
 - 2. The Parties may also terminate this AGREEMENT when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - 3. If this AGREEMENT is terminated before performance is completed, the LOCAL AGENCY shall be reimbursed only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress on the DEPARTMENT right-of-way will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL AGENCY.
 - 4. Upon termination of this AGREEMENT, the LOCAL AGENCY shall, within thirty (30) days, refund to the DEPARTMENT any funds determined by the DEPARTMENT to have been expended in violation of this AGREEMENT.

5 – PROJECT COST:

- A. The estimated cost of the PROJECT is \$ 370,0000.
- B. The DEPARTMENT agrees to reimburse the LOCAL AGENCY for the actual costs of the PROJECT in an amount up to but not to exceed THREE HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS (\$370,000). The schedule of funding is more fully described in Exhibit "B", attached hereto and made a part hereof. The LOCAL AGENCY agrees to bear all expenses in excess of the DEPARTMENT'S participation, including any cost overruns or deficits incurred in connection with completion of the PROJECT.

6 – COMPENSATION AND PAYMENT:

- A. The DEPARTMENT shall reimburse the LOCAL AGENCY for actual costs of the PROJECT, as further described in Exhibit "A".
- B. The LOCAL AGENCY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- C. Invoices shall be submitted by the LOCAL AGENCY in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable, and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the DEPARTMENT'S Project Manager prior to payments. Requests for reimbursements by the LOCAL AGENCY shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the DEPARTMENT. The LOCAL AGENCY shall use the format for the invoice and progress report that is approved by the DEPARTMENT.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL AGENCY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment "F" – Contract Payment Requirements.
- E. There shall be no reimbursement for travel expenses under this AGREEMENT.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the DEPARTMENT'S Comptroller under Section 334.044(29), Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL AGENCY is unsatisfactory, the DEPARTMENT shall notify

the LOCAL AGENCY of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the DEPARTMENT. The LOCAL AGENCY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL AGENCY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL AGENCY will not be reimbursed to the extent of the non-performance. The LOCAL AGENCY will not be reimbursed until the LOCAL AGENCY resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL AGENCY may bill the DEPARTMENT for the unpaid reimbursement request(s) during the next billing period. If the LOCAL AGENCY is unable to resolve the deficiency, the funds shall be forfeited at the end of the AGREEMENT'S term.

- G. The LOCAL AGENCY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days from the DEPARTMENT'S receipt of the invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the LOCAL AGENCY. Interest penalties of less than one (1) dollar will not be enforced unless the LOCAL AGENCY requests payment. Invoices that have to be returned to the LOCAL AGENCY because of LOCAL AGENCY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL AGENCY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. The LOCAL AGENCY shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this AGREEMENT shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT and for five (5) 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 LOCAL AGENCY'S general accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

- J. Upon request, the LOCAL AGENCY agrees to provide progress reports to the DEPARTMENT in the standard format used by the DEPARTMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the PROJECT and of details thereof.
- K. If, after completion of the PROJECT, any claim is made by the DEPARTMENT resulting from an audit or for work or services performed pursuant to this AGREEMENT, the DEPARTMENT may offset such amount from payments due for work or services done under any agreement which it has with the LOCAL AGENCY owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the DEPARTMENT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the DEPARTMENT.
- L. The LOCAL AGENCY must submit the final invoice on the PROJECT to the DEPARTMENT within one hundred twenty (120) days after completion of the PROJECT. Invoices submitted after the 120-day time period may not be paid.
- M. In the event this AGREEMENT is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- “The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that 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 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.”
- N. The DEPARTMENT’S obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- O. This AGREEMENT does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.
- P. Any PROJECT funds made available by the DEPARTMENT pursuant to this AGREEMENT which are determined by the DEPARTMENT to have been expended by the LOCAL AGENCY in violation of this AGREEMENT or any other applicable law or regulation, shall be promptly refunded in full to the DEPARTMENT. Acceptance by the

DEPARTMENT of any documentation or certifications, mandatory or otherwise permitted, that the LOCAL AGENCY files shall not constitute a waiver of the DEPARTMENT'S rights as the funding agency to verify all information at a later date by audit or investigation.

- Q. In determining the amount of the payment, the DEPARTMENT will exclude all costs incurred by the LOCAL AGENCY prior to the execution of this AGREEMENT, costs incurred after the expiration of this AGREEMENT, costs which are not provided for as described in this AGREEMENT, costs agreed to be borne by the LOCAL AGENCY or its contractors and subcontractors for not meeting the terms of this AGREEMENT, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the DEPARTMENT.

7 – GENERAL REQUIREMENTS:

- A. The LOCAL AGENCY shall complete the PROJECT with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this AGREEMENT and all applicable laws.
- B. The LOCAL AGENCY shall comply and require its contractors and subcontractors to comply with all terms and conditions of this AGREEMENT and all federal, state, and local laws and regulations applicable to the PROJECT.
- C. The LOCAL AGENCY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT by the LOCAL AGENCY'S contractors and consultants. No funds will be provided for payment of claims or additional work on the PROJECT under this AGREEMENT without the prior written approval of the claim or request for additional work by the DEPARTMENT.
- D. The LOCAL AGENCY:
1. 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 LOCAL AGENCY during the term of the AGREEMENT; and
 2. Shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT 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 term of the AGREEMENT.
- E. The LOCAL AGENCY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL AGENCY in conjunction with this AGREEMENT. Specifically, if the LOCAL AGENCY is acting on behalf of a public agency, the LOCAL AGENCY shall:

1. Keep and maintain public records required by the DEPARTMENT to perform the service.
2. Upon request from the DEPARTMENT'S custodian of public records, provide the DEPARTMENT 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 this chapter or as otherwise provided by law.
3. 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'S term and following completion of the AGREEMENT if the LOCAL AGENCY does not transfer the records to the DEPARTMENT.
4. Upon completion of the AGREEMENT, transfer, at no cost, to the DEPARTMENT all public records in possession of the LOCAL AGENCY or keep and maintain public records required by the DEPARTMENT to perform the service. If the LOCAL AGENCY transfers all public records to the DEPARTMENT upon completion of the AGREEMENT, the LOCAL AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LOCAL AGENCY keeps and maintains public records upon completion of the AGREEMENT, the LOCAL AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from DEPARTMENT'S custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

F. IF THE LOCAL AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 3
850-330-1391
D3precustodian@dot.state.fl.us
Florida Department of Transportation
District 3 – Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428

G. Failure by the LOCAL AGENCY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT. The LOCAL AGENCY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the LOCAL AGENCY and shall

promptly provide the DEPARTMENT a copy of the LOCAL AGENCY'S response to each such request.

8 – CONTRACTS OF THE LOCAL AGENCY:

- A. The DEPARTMENT has the right to review and approve any and all third party contracts with respect to the PROJECT before the LOCAL AGENCY executes any contract or obligates itself in any manner requiring the disbursement of DEPARTMENT funds under this AGREEMENT, including consultant or construction contracts or amendments thereto. If the DEPARTMENT exercises this right and the LOCAL AGENCY fails to obtain such approval, the DEPARTMENT may deny payment to the LOCAL AGENCY. The DEPARTMENT may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the Parties that participation by the DEPARTMENT in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the LOCAL AGENCY complying in full with the provisions of Chapter 287.057, Florida Statutes. The LOCAL AGENCY shall certify to the DEPARTMENT that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the LOCAL AGENCY to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the maximum participation amount in this AGREEMENT must be approved by the DEPARTMENT prior to LOCAL AGENCY execution. Failure to obtain such approval, and subsequent execution of an amendment to the AGREEMENT, if required, shall be sufficient cause for nonpayment by the DEPARTMENT.
- C. Participation by the DEPARTMENT in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the LOCAL AGENCY'S complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the LOCAL AGENCY shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- D. If the PROJECT is procured pursuant to Chapter 255 for construction services and at the time of competitive solicitation for the PROJECT, 50 percent or more of the cost of the PROJECT is to be paid from state-appropriated funds, then the LOCAL AGENCY must comply with the requirements of Section 255.0991, Florida Statutes.

- E. The LOCAL AGENCY agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

9 – CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:

- A. In the event the PROJECT includes construction, the following provisions are incorporated into this AGREEMENT:

1. In the event the PROJECT involves construction on the DEPARTMENT'S right-of-way, the LOCAL AGENCY shall provide the DEPARTMENT with written notification of either its intent to:
 - i. Award the construction of the PROJECT to a qualified contractor which is the lowest and best bidder in accordance with the applicable state and federal statutes, rules, and regulations. The LOCAL AGENCY shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the PROJECT utilizing existing LOCAL AGENCY employees, if the LOCAL AGENCY can complete said PROJECT within the time frame set forth in this AGREEMENT. The LOCAL AGENCY'S use of this option is subject to approval by the DEPARTMENT.
2. The LOCAL AGENCY shall hire a qualified contractor using the LOCAL AGENCY'S normal bid procedures to perform the construction work for the PROJECT.
3. The LOCAL AGENCY is responsible for provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the LOCAL AGENCY to hire a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the PROJECT meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the PROJECT. Subject to the approval of the DEPARTMENT, the LOCAL AGENCY may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing LOCAL AGENCY staff that meet the requirements of this paragraph, or a combination thereof.
4. The LOCAL AGENCY shall ensure work for any portion of the PROJECT to be located on DEPARTMENT right-of-way shall conform to all applicable standards

of the DEPARTMENT, as provided in Exhibit "O" – Terms and Conditions of Construction in Department Right of Way, which is attached to and incorporated into this AGREEMENT if a portion of the PROJECT will be located on the DEPARTMENT'S right-of-way.

5. The LOCAL AGENCY shall adhere to the DEPARTMENT'S Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
6. The LOCAL AGENCY shall require the LOCAL AGENCY'S contractor to post a payment and performance bond in accordance with applicable law.
7. The LOCAL AGENCY shall be responsible to ensure that the construction work under this AGREEMENT is performed in accordance with the approved construction documents, and that it will meet all applicable LOCAL AGENCY and DEPARTMENT standards.
8. Upon completion of the work authorized by this AGREEMENT, the LOCAL AGENCY shall notify the Department in writing of the completion of construction of the PROJECT; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as Exhibit "C", Engineers Certification of Completion. The certification shall state that work has been completed in compliance with the PROJECT construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
9. The LOCAL AGENCY shall provide the DEPARTMENT with as-built plans of any portions of the PROJECT funded through the AGREEMENT prior to final inspection.

10 – MAINTENANCE OBLIGATIONS:

A. In the event the PROJECT includes construction then the following provisions are incorporated into this AGREEMENT:

1. The LOCAL AGENCY agrees to maintain any portion of the Project not located on the State Highway System constructed under this AGREEMENT for its useful life. If the LOCAL AGENCY constructs any improvement on DEPARTMENT right-of-way, the LOCAL AGENCY

shall

shall not

maintain the improvements located on the DEPARTMENT right-of-way made for their useful life, as well as all adjacent landscaping on that area. If the LOCAL AGENCY is required to maintain PROJECT improvements located on the DEPARTMENT right-of-way beyond final acceptance, then LOCAL AGENCY shall, prior to any disbursement of the State funding provided under this AGREEMENT, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the DEPARTMENT along with a Use and Occupancy Agreement to lease the property to be maintained for a period of fifty (50) years. The LOCAL AGENCY has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this AGREEMENT as Exhibit "E". This provision will survive termination of this AGREEMENT.

11 – RESTRICTIONS, PROHIBITIONS, CONTROLS AND LABOR PROVISIONS:

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

- E. The DEPARTMENT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this AGREEMENT.

12 – INDEMNIFICATION AND INSURANCE:

- A. It is not intended by any of the provisions of any part of this AGREEMENT to create in the public or any member thereof, a third-party beneficiary under this AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The LOCAL AGENCY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the LOCAL AGENCY or any subcontractor, in connection with this AGREEMENT. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the LOCAL AGENCY agrees to indemnify and hold harmless the DEPARTMENT, including the DEPARTMENT’S officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the LOCAL AGENCY and persons employed or utilized by the LOCAL AGENCY in the performance of this AGREEMENT. This indemnification shall survive the termination of this AGREEMENT. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the LOCAL AGENCY’S sovereign immunity. Additionally, the LOCAL AGENCY agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this AGREEMENT:

“To the fullest extent permitted by law, the LOCAL AGENCY’S contractor/consultant shall indemnify and hold harmless the LOCAL AGENCY and the State of Florida, Department of Transportation, including the DEPARTMENT’S officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the LOCAL AGENCY’S sovereign immunity.”

- B. The LOCAL AGENCY shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law.

If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida’s Workers’ Compensation law.

- C. If the LOCAL AGENCY elects to self-perform the PROJECT, and such self-performance is approved by the DEPARTMENT in accordance with the terms of this AGREEMENT, the LOCAL AGENCY may self-insure, and proof of self-insurance shall be provided to the DEPARTMENT. If the LOCAL AGENCY elects to hire a contractor or consultant to perform the PROJECT, then the LOCAL AGENCY shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the AGREEMENT. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The LOCAL AGENCY shall or cause its contractor to cause the DEPARTMENT to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the DEPARTMENT as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the AGREEMENT and may not be shared with or diminished by claims unrelated to the AGREEMENT. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the LOCAL AGENCY is a state agency or subdivision of the State of Florida that elects to self-perform the PROJECT. Prior to the execution of the AGREEMENT, and at all renewal periods which occur prior to final acceptance of the work, the DEPARTMENT shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The DEPARTMENT shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The DEPARTMENT’S approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the DEPARTMENT may have.

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

13 – MISCELLANEOUS:

- A. In no event shall any payment to the LOCAL AGENCY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist on the part of the LOCAL AGENCY and the making of such payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- B. If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- C. The Parties agree that the LOCAL AGENCY, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the DEPARTMENT as a result of this AGREEMENT.

- D. By execution of this AGREEMENT, the LOCAL AGENCY represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- E. Nothing in this AGREEMENT shall require the LOCAL AGENCY to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the AGREEMENT violate any applicable state law, the LOCAL AGENCY will at once notify the DEPARTMENT in writing in order that appropriate changes and modifications may be made by the Parties to the end that the LOCAL AGENCY may proceed as soon as possible with the PROJECT.
- F. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same AGREEMENT. A facsimile or electronic transmission of this AGREEMENT with a signature on behalf of a Party will be legal and binding on such Party.
- G. 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 representation or agreements, whether written or oral. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- H. The DEPARTMENT reserves the right to unilaterally terminate this Agreement for failure by the LOCAL AGENCY to comply with the provisions of Chapter 119, Florida Statutes.
- I. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of this AGREEMENT and Florida law, the laws of Florida shall prevail. The LOCAL AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this AGREEMENT is decided.
- J. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

FOR THE DEPARTMENT:

Florida Department of Transportation – Local Programs Office
1074 Highway 90
Chipley, Florida 32428

FOR THE LOCAL AGENCY:

CITY OF PENSACOLA – City Administrator
222 W Main Street
Pensacola, Florida 32502

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the dates set forth below.

LOCAL AGENCY:

CITY OF PENSACOLA, FLORIDA

By: David Forte
Name: [Signature]
Title: Deputy City Administrator
Date: 9/30/02

ATTEST:

By: _____
Name: _____
Title: _____ (Seal)

LOCAL AGENCY LEGAL REVIEW:

By: [Signature]

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Krissy Cook
Executive Secretary (Seal)

DEPARTMENT LEGAL REVIEW:

By: _____
Office of the General Counsel

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 409334-1-58-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
The City of Pensacola (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 300ft, RDWY 48100000 at approximately MP 3.451

PROJECT DESCRIPTION: The City of Pensacola intends to replace the Five Flags Memorial removed by the Department during construction of the Three Mile Bridge project. The project will consist of the design and construction of a sign that displays a welcome message, such as "now entering" or "welcome to" Pensacola. The project will include minimal grading, landscaping, hardscaping, and potential adjustment to an existing storm water inlet located in close proximity to the project area.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 9a. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 9a. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 9a. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 60%, 90% and final plans with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's

Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

On the State Highway System (On-System) construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used. The Recipient will be responsible for all project level inspection, verification testing, and assuring all data are entered into Materials Acceptance and Certification System (MAC) as appropriate. In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by NA
- b) Design to be completed by 2/15/23
- c) Right-of-Way requirements identified and provided to the Department by NA
- d) Right-of-Way to be certified by NA
- e) Construction contract to be let by 4/15/23.
- f) Construction to be completed by 8/31/23.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.

Select Agreement

**EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE**

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
RECIPIENT NAME & BILLING ADDRESS: City of Pensacola 222 West Main Street Pensacola, Florida 32502		FINANCIAL PROJECT NUMBER: 409334-1-58-02			
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44					
	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54					
	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64					
	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : 58)					
FY: 2023	Maximum Department Participation (BRP - State funds)	\$370,000.00	\$0.00	\$370,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$370,000.00 %	\$ 0.00 %	\$370,000.00 %	
TOTAL COST OF THE PROJECT		\$370,000.00	\$ 0.00	\$370,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter - Local Programs Administrator
District Grant Manager Name

Signature _____ Date _____

Select Agreement

EXHIBIT C

(select above)

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of Pensacola

PROJECT DESCRIPTION: Replacement of sign to signify entrance to City of Pensacola to replace the former Five Flags Memorial Plaza.

FPID#: 409334-1-58-02

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____ P.E.

SEAL: Name: _____

Date: _____

Select Agreement

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Select Agreement**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

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

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

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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

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

EXHIBIT G

Composite Exhibit - Original Agreement, Deed and Amendment to Original agreement

Item/Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF PENSACOLA

This Agreement is entered into by the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department") and the CITY OF PENSACOLA, a municipal corporation authorized and existing under the laws of the State of Florida (the "City").

RECITALS

1. The Department has undertaken a project (FDOT Item/Segment No. 4093341) for the replacement of SR30 Pensacola Bay Bridge No. 480035 (the "Project").
2. After the beginning of construction, the Department determined to incorporate in the Project the design and construction of the 17th Avenue Interchange on the northern landing of the Pensacola Bay Bridge.
3. The Department requires additional right of way for the construction of the proposed Interchange.
4. Pursuant to section 337.25(1)(b), Florida Statutes, the Department may accept donations of any land, buildings, or other improvements, including personal property within such buildings or on such lands with or without such conditions, reservations, or reverter provisions as are acceptable to the Department. Such donations may be used as transportation rights-of-way or to secure or use transportation rights-of-way for existing, proposed, or anticipated transportation facilities on the State Highway System.
5. The City is the current owner of property ("Property") upon which the "Pensacola Florida – City of Five Flags" memorial ("Five Flags Memorial") is located, and which Property can be used as transportation right-of-way for anticipated transportation facilities associated with the 17th Avenue Interchange portion of the Project.
6. The City desires to donate the Property to the Department upon the condition, but not as any form of consideration but only as mitigation of impacts to the City and as a replacement, that the Five Flags Memorial be replaced with a sign by and at the sole expense of the Department.
7. The Department is authorized pursuant to Section 334.044, Florida Statutes, to enter into contracts and agreements, and pursuant to Section 337.25 to accept donations of land and other property for transportation rights of way.
8. The City is authorized to enter into this Agreement pursuant to the Resolution of its City Council attached hereto.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the Project and the Interchange, the parties agree to the following:

9. The recitals set forth in numbered paragraphs 1 through 8 above are true and correct and are deemed incorporated into this Agreement.
10. At, or within 15 days after, the execution of this Agreement by the City and the Department, the City shall convey to the Department a fee simple interest in the Property by deed in the form attached to this Agreement as Exhibit "A," and simultaneously therewith supply the Department with an executed Donation of Property to FDOT form in the form attached to this Agreement as Exhibit "B."
11. The replacement of the Five Flags Memorial with a sign will be performed pursuant to the provisions of Exhibit "C" attached to this Agreement. Simultaneously with the execution and delivery of Exhibits "A" and "B", the City will deliver a Use and Occupancy Agreement signed on the City's behalf and in the form attached to this Agreement as Exhibit "D".
12. The City makes the conveyance of the property interests referred to above as a negotiated donation of said property interests to the State of Florida for the use of the Department, and acknowledges and waives its rights to have such property interests appraised including therein the Five Flags Memorial, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation of the above referenced property, and to receive reimbursement for reasonable fees and costs.
13. The City hereby confirms that it complied with all applicable federal regulations when it acquired the Property.
14. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the City without the prior written consent of the Department. However, this Agreement shall run to the Department and its successors.
15. This Agreement is governed by and construed in accordance with the Laws of the State of Florida
16. The effective date of this Agreement shall be the latest date on which a party executes this Agreement.
17. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its behalf this 14 day of Nov, 2018, by its Mayor, being authorized to enter into and execute same by action of the City Council meeting in regular session on the 8 day of November 2018, and the Department has executed this Agreement through its District Secretary for District III, Florida Department of Transportation on the date set forth below.

Item Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

CITY COUNCIL

CITY OF PENSACOLA, FLORIDA

BY: _____

Ashton Hayward, MAYOR

ATTEST: ERICKA BURNETT

CITY CLERK

Erica L. Burnett
City Clerk

Approved as To Form:

CITY ATTORNEY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: _____

PHILLIP GAINER, P.E.
DISTRICT SECRETARY
1074 Highway 90
Chipley, FL 32428

ATTEST:

Kristy Coe
EXECUTIVE SECRETARY (SEAL)

Date:

Legal Review:

OFFICE OF GENERAL COUNSEL

Item/Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

EXHIBIT "A"

Recorded in Public Records 1/9/2019 8:53 AM OR Book 8027 Page 1193,
 Instrument #2019001978, Pam Childers Clerk of the Circuit Court Escambia
 County, FL Recording \$27.00

Prepared under the direction of:
 Office of the General Counsel
 Cary Hawkins, Assistant General Counsel
 Florida Department of Transportation
 Post Office Box 607
 Chipley, Florida 32428

COUNTY: Escambia
 ITEM/SEGMENT NO.: 48100-2501
 STATE ROAD: 30 (US 98)
 PARCEL NO.: SRD12,19&21

QUITCLAIM DEED

THIS INDENTURE, made this 14th day of NOVEMBER 2018, by and between the **CITY OF PENSACOLA**, Florida, whose address is 222 West Main Street, Pensacola, Florida 32502, as the Party of the First Part and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, whose address is 1074 Hwy 90 East, Chipley, Florida 32428. Party of the Second Part.

WITNESSETH

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Party of the First Part, does hereby remise, release and quitclaim unto the Party of the Second Part, and assigns, forever, all the right, title and interest of the City of Pensacola to the property described below, to wit:

A parcel of land situate, lying and being in Block 211, 15th Avenue and DeLeon Street, Waterfront or Pintado Grant, City of Pensacola, according to map of said City, copyrighted by Thomas C. Watson in 1906, being described as follows: Commence at the Southeast corner of Block 32, New City Tract according to said map copyrighted by Thomas C. Watson; thence South 10°24'24.26" East 102.55 feet; thence North 69°08'25.74" East 197.58 feet to the beginning of a curve, concave to the Southerly having a radius of 1869.87 feet; thence run Northeasterly 332.60 feet along said curve through a central angle of 10°11'29" to the end of curve; thence North 10°24'24" West 50.00 feet to the POINT OF BEGINNING; thence continue North 10°24'24" West 111.70 feet to a point on a curve, concave Southwesterly having a radius of 1422.69 feet; thence from a tangent bearing of South 83°59'05" East run Southeasterly 350.99 feet along said curve through a central angle of 14°08'18" to the end of curve, said point being the beginning of a curve, concave Southerly having a radius of 693.21 feet; thence from a tangent

BK: 8027 PG: 1194

bearing of North 87°19'54" West run Northwesterly, Westerly and Southwesterly 69.91 feet along said curve through a central angle of 5°46'43" to the end of curve, said point being the beginning of a curve, concave Southerly, having a radius of 1919.87 feet; thence from a tangent bearing of South 86°53'24" West run Southwesterly 253.03 feet along said curve through a central angle of 7°33'05" to the end of said curve and the POINT OF BEGINNING;

Containing 18,693 square feet, more or less."

TO HAVE AND TO HOLD the said premises and the appurtenances thereof unto the Party of the Second Part.

TO HAVE AND TO HOLD the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the said grantee forever.

IN WITNESS WHEREOF, the City of Pensacola has caused these presents to be signed in the name of the City of Pensacola by its Mayor and its seal to be hereunto affixed, attested by its City Clerk, on the date first above written.

Signed and sealed CITY OF PENSACOLA in our presence:

Witness: [Signature]

Witness: [Signature]

BY: [Signature]
Ashton Hayward, Mayor
City of Pensacola

ATTEST [Signature]
Clerk, City of Pensacola



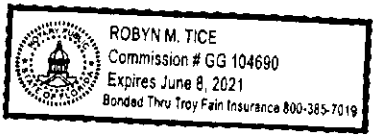
STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, this day personally appeared, ~~ASHTON J. HAYWARD~~, City of Pensacola and, ~~ZACHAL B. BURNETT~~, Clerk, City of Pensacola, respectively, to me known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the

uses and purposes therein mentioned, and that they affixed thereto the official seal of said City of Pensacola, and the said instrument is the act and deed of said City of Pensacola.

WITNESS my hand and official seal this 14th day of Nov., 2018.

(NOTARIAL SEAL) Robyn M. Tice



Item Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

EXHIBIT "B"



FDOT

Florida Department of Transportation
Office of Right of Way
1074 Highway 90
Chipley, Florida, 324262-41607

RICK SCOTT
GOVERNOR

MIKE DEW
SECRETARY

Donation of Property to the Florida Department of Transportation

City of Pensacola
222 W. Mainstreet
Pensacola, FL 32502

ITEM/SEGMENT NO.:	<u>48006-2501</u>
MANAGING DISTRICT:	<u>3</u>
FAP NO.:	<u>4221-084-C</u>
STATE ROAD NO.:	<u>SR 30</u>
COUNTY:	<u>Escambia</u>
PARCEL NO.:	<u>SRD12, 19, and 21</u>
INTEREST CONVEYED:	<u>City Deed</u>

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

Mayor Ashton Hayward, for The City of Pensacola

Type or Print Property Owner's Name

222 West Main Street,

Street Address

Pensacola, FL 32502

City, State, Zip Code

Date: 05/07/2018

Item/Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

EXHIBIT "C"

Item/Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Pensacola

The Department will design and construct a sign to signify entrance to the City of Pensacola to replace the Five Flags Memorial being removed by the Department. The City of Pensacola will provide input into the development of the sign and review the design details of the sign. The Department will coordinate the final sign design dimensions, type, and location with the City of Pensacola. The City of Pensacola will provide design approval of the sign within a reasonable time frame prior to construction of the sign. The Department will provide funding for the design and construction of the sign of no more than \$370,000. If the design and construction of the sign approved by the City of Pensacola is estimated to exceed \$370,000, then the City of Pensacola will provide to the Department any additional funds necessary to cover the cost difference between \$370,000 and the total cost of the sign prior to the start of construction. The sign location is anticipated to be in close proximity to, and west of, the existing location of the Five Flags Memorial between Bayfront Parkway and Gregory Street. The sign may include a small earthen berm to elevate it to an appropriate viewing elevation. The anticipated area that the earthen berm may be located in is approximately 10 feet by 60 feet. Sign location will be determined based on sign size. The horizontal width of the sign will be approximately 10 feet in width or less. The vertical height of the sign will be determined by text size and sign type. The Department will add landscaping around the sign. The sign and its adjacent landscaping will be maintained in perpetuity by the City of Pensacola after the Department completes the construction.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
USE AND OCCUPANCY AGREEMENT

ITEM/SEGMENT NO.: 4093341
MANAGING DISTRICT: Three
F.A.P. NO.: 4221-084-C
STATE ROAD NO.: 30
COUNTY: Escambia
PARCEL NO.: _____

THIS AGREEMENT, made this _____ day of _____, between
City of Pensacola, a municipal corporation authorized and existing under the laws of the State of Florida
at 222 West Main Street, Pensacola, Florida
(Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida
(State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to a right of way use and occupancy agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of US HWY 98 (SR30) Bayfront Pkwy & US HWY 98 (SR30) Gregory Street which includes the property described in Exhibit "A" attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace which is that space located above and/or below the gradeline of the property described in Exhibit "A", attached and such airspace is hereinafter referred to as the "real property interest" or the "leased property" and made a part hereof for the following purpose: location of the sign that replaces the Five Flags Memorial and landscaping associated with the sign.

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. **Premises**

The premises hereto are true and correct and form an integral part of this Agreement.

2. **Term**

The Department does hereby lease unto Lessee the real property interest for a period of Fifty (50) years beginning with the date of this Agreement. One renewal of this Agreement may be made for Fifty (50) years. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. **Rent**

a. Lessee shall pay to the Department as rent each month quarter year on or before the first day of each rent

payment period, N/A plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: N/A

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the real property interest as set forth herein.

b. The Lessee's proposed use of the real property interest is as follows: location of the sign that replaces the Five Flags Memorial, and landscaping associated with the sign, and maintenance to the sign and the landscaping

c. The general design for the use of the real property interest, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the real property interest in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the real property interest or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the real property interest so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. Lessee shall ensure vertical and horizontal access to the Department for maintenance purposes. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the real property interest shall not adversely affect the use, safety, appearance, or enjoyment of the highway by lights, sounds, wireless frequencies, smoke, fumes, vapors, odors, droppings, or any other objectionable discharges, or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the real property interest, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the real property interest.

k. Lessee shall not occupy, use, permit, or suffer the real property interest, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the real property interest under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. (select applicable paragraph)

Lessee is a Governmental Agency

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Note: No longer required for local governments.

Lessee is not a Governmental Agency

Lessee shall indemnify, defend, save, and hold harmless the Department, its agents, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the Department.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate, and to associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

Note: No longer required for local governments.

6. **Insurance.** Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department, FHWA, and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than N/A (\$ _____) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than N/A (\$ _____) for property damage, or a combined coverage of not less than N/A (\$ _____). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department and FHWA as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. Termination

- a. This Agreement may be terminated by either party without cause upon 180 (180) days prior written notice to the other party.
- b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.
- c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.
- d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.
- e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.
- f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose, is abandoned, or if use of the facility is required by the Department for transportation, maintenance or emergency purposes.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. Miscellaneous

- a. The real property interest and Lessee's rights under this Agreement shall not be transferred, assigned, pledged or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA. Lessee shall not allow any liens or other encumbrances to attach to the leased property.
- b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:
 1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in,

be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 49 CFR part 21..

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

j. The parties to this Agreement hereby understand and agree that the venue for any action that may arise as a result of this Agreement shall be in Leon County, Florida.

k. If Lessee is a "contractor" for the purposes of Section 119.0701, Florida Statutes, Lessee shall comply with public records laws and specifically shall:

1. Keep and maintain the public records that ordinarily and necessarily would be required to be kept and maintained by the Department in order to perform the services identified herein.
2. Provide the public with access to those public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining the public records and transfer, at no cost, to the Department all the public records in possession of Lessee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All such public records (if any) stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

If Lessee fails during such times to comply with a public records request, the Department shall enforce this section in accordance with this Agreement.

Lessee shall otherwise allow public access to all documents, papers, letters or other materials, made or received by Lessee in connection with this Agreement and the lease of the Demised Premises, to the extent such access is required because such documents, papers, letters or other materials are subject to the provisions of s. 24(a) of the State Constitution or Chapter 119, Florida Statutes.

l. Section 287.133(3)(a), Florida Statutes, requires that Lessee be informed of the following provisions of section 287.133 (2)(a), Florida Statutes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

m. The Department shall consider the employment knowingly by Lessee of unauthorized aliens a violation of Section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement.

n. This Agreement shall not create any third-party beneficiary hereunder, nor shall this Agreement authorize anyone not a party hereto to maintain a suit against the Department pursuant to the terms of this Agreement.

o. This Agreement shall be binding upon the successors, assigns and legal representatives of Lessee and the Department.

p. All Exhibits attached to this Agreement are made a part hereof as if fully copied herein. All submittals required to be submitted by Lessee that are approved by the Department are by reference made a part of this Agreement as if fully copied herein.

q. Nothing in this Agreement or in any documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Department of its sovereign immunity in tort under the Constitution and laws of the State of Florida.

r. "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

g. Lessee does not qualify for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. Section 4601 et seq.)

IN WITNESS WHEREOF, the parties herelo have caused these presents to be executed, the day and year first above written.

City of Pensacola
LESSEE (Company Name, if applicable)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:

Ashton J. Hayward, III

By:

Phillip Gainer, P.E.
District Secretary

Name:

Ashton J. Hayward, III

Name: Phillip Gainer, P.E.

Title:

Mayor

Attest:

Kristy Good

Attest:

Ericka L. Burnett (Seal)

Name/Title:

Exec. Asst

Name:

Ericka L. Burnett

Legal Review:

Title:

City Clerk

[Signature]
District Counsel

Name:

[Signature]

ADDENDUM

This is an Addendum to that certain Right of Way Use and Occupancy Agreement between City of Pensacola, a municipal corporation authorized and existing under the laws of the State of Florida

and the State of Florida Department of Transportation dated the _____ day of _____, _____.
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (d) of said Agreement:

The Department will design and construct a sign to replace the current Five Flags Memorial as a result of construction associated with the Department's project identified by Item/Segment No. 4093341. The sign will be located on property donated by Lessee and upon which the current Five Flags Memorial is located. After completion of the construction of the sign and installation of landscaping associated therewith, the Department will provide the Lessee with a written description of the property encompassing said sign and landscaping, signed by the Department's District Secretary. The signed description shall become a part of this Agreement and Exhibit "A" thereof, without more, and shall be deemed to be the "real property interest" or "leased property" to which Exhibit "A" and this Agreement pertain.

City of Pensacola
LESSEE (Company Name, if applicable)

By: Ashton J. Hayward III

Name: Ashton J. Hayward III

Title: Mayor

Attest: Ericka L. Burnett (Seal)

Name: Ericka L. Burnett

Title: City Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature]
District Secretary

Name: Phillip Gainer, P.E.

Attest: Krissy Cook

Name/Title: Exec Asst.

Legal Review:

[Signature]
District Counsel

Name: [Signature]

Exhibit A

That portion of the following described property which shall be set out and described in a writing provided by the Department upon completion of construction of a sign pursuant to this Agreement:

A parcel of land situate, lying and being in Block 211, 15th Avenue and DeLeon Street, Waterfront or Pintado Grant, City of Pensacola, according to map of said City, copyrighted by Thomas C. Watson in 1906, being described as follows: Commence at the Southeast corner of Block 32, New City Tract according to said map copyrighted by Thomas C. Watson; thence South $10^{\circ}24'24.26''$ East 102.55 feet; thence North $69^{\circ}08'25.74''$ East 197.58 feet to the beginning of a curve, concave to the Southerly having a radius of 1869.87 feet; thence run Northeasterly 332.60 feet along said curve through a central angle of $10^{\circ}11'29''$ to the end of curve; thence North $10^{\circ}24'24''$ West 50.00 feet to the POINT OF BEGINNING; thence continue North $10^{\circ}24'24''$ West 111.70 feet to a point on a curve, concave Southwesterly having a radius of 1422.69 feet; thence from a tangent bearing of South $83^{\circ}59'05''$ East run Southeasterly 350.99 feet along said curve through a central angle of $14^{\circ}08'18''$ to the end of curve, said point being the beginning of a curve, concave Southerly having a radius of 693.21 feet; thence from a tangent bearing of North $87^{\circ}19'54''$ West run Northwesterly, Westerly and Southwesterly 69.91 feet along said curve through a central angle of $5^{\circ}46'43''$ to the end of curve, said point being the beginning of a curve, concave Southerly, having a radius of 1919.87 feet; thence from a tangent bearing of South $86^{\circ}53'24''$ West run Southwesterly 253.03 feet along said curve through a central angle of $7^{\circ}33'05''$ to the end of said curve and the POINT OF BEGINNING;

Containing 18,693 square feet, more or less.

RESOLUTION
NO: 18-55

A RESOLUTION
TO BE ENTITLED:

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.

WHEREAS, the State of Florida Department of Transportation is in the process of constructing a replacement for the Pensacola Bay Bridge, including improvements to State Road No. 30, Financial Project No. 4093341 in Escambia County, Florida, and

WHEREAS, in order to accommodate and facilitate the construction project now underway, it is necessary, desirable and in the public interest for the City of Pensacola to transfer ownership of land known as the Five Flags Memorial Park to the State of Florida Department of Transportation, and



WHEREAS, the State of Florida Department of Transportation has proposed an agreement to replace the Five Flags Memorial with appropriate signage to be approved by the City of Pensacola, informing and welcoming the public into the City of Pensacola.

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


SECTION 1. That the City of Pensacola shall provide a quitclaim deed to the Five Flags Memorial Park to the State of Florida Department of Transportation and shall enter into an agreement with the State of Florida Department of Transportation for the replacement of the Five Flags Memorial with appropriate signage identifying entrance into the City of Pensacola.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and any agreements or documents related hereto.

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 Charter of the City of Pensacola, Florida.

Attest: 
I, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL THEREOF ON FILE IN MY OFFICE. WITNESS MY HAND AND THE CORPORATE SEAL OF THE CITY OF PENSACOLA, FLORIDA THIS THE 13TH DAY OF November, 2018

ARICHA L. BURNETT
CITY CLERK
CITY OF PENSACOLA, FLORIDA

Adopted: November 8, 2018

Approved: 
Gerald C. Winzler
President of City Council

Item/Segment No: 4093341
Replacement Pensacola Bay Bridge No: 480035
Right of Way -City Pensacola

FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF PENSACOLA

This AMENDMENT is between the State of Florida, Department of Transportation, with offices at 1074 Highway 90, Chipley, Florida 32428 (“DEPARTMENT”) and the City of Pensacola, Florida, a Florida municipal corporation with offices at 222 West Main Street, Pensacola, Florida 32502 (“CITY”). The DEPARTMENT and the CITY are sometimes referred to in this amendment as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Parties on **November 14, 2018**, entered into an Agreement (attached hereto and collectively called the AGREEMENT) for the CITY to convey to the DEPARTMENT a fee simple interest in property described in Exhibit A of the AGREEMENT and simultaneously with said conveyance, supply the DEPARTMENT with an executed Donation of Property to the DEPARTMENT in a form similar to Exhibit B of the AGREEMENT and for the DEPARTMENT to design and construct a new gateway plaza to signify entrance to the CITY to replace the former Five Flags Memorial which is described in Exhibit C of the AGREEMENT; and

WHEREAS, pursuant to Exhibit C of the AGREEMENT, the DEPARTMENT agreed to provide funding for the design and construction of the sign of no more than Three Hundred and Seventy Thousand Dollars and 00/100 (\$370,000.00) and the CITY agreed to provide to the DEPARTMENT any additional funds necessary to cover the cost difference between \$370,000.00 and the total cost of the sign prior to the start of the construction; and

WHEREAS, on **November 14, 2018**, the CITY executed a Quitclaim Deed to the DEPARTMENT for the property described in Exhibit A of the AGREEMENT which is attached hereto to this AMENDMENT as Exhibit A; and

WHEREAS, on **November 14, 2018**, the CITY executed a Donation of Property to the DEPARTMENT described in Exhibit B of the AGREEMENT which is attached hereto to this AMENDMENT as Exhibit B; and

WHEREAS, on **November 14, 2018**, the Parties executed a Use and Occupancy Agreement for the DEPARTMENT to lease to the CITY for a period of fifty (50) years the space above and/or below the grade line of the property described in Exhibit A of the AGREEMENT for the purpose of location of the new gateway plaza that replaces the former Five Flags Memorial and landscaping and maintenance associated with the sign; and

WHEREAS, the Parties mutually desire to amend Exhibit C of the AGREEMENT to modify the financial obligations of both the CITY and the DEPARTMENT.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 18-00415

File ID: 18-00415	*Type: Legislative Action Item	Status: Passed
Version: 1	Attorney Review:	*Meeting Body: City Council
Subject:		File Created: 10/25/2018
Title: TRANSFER OF FIVE FLAGS MEMORIAL PARK TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		Final Action: 11/08/2018
		*Agenda Date: 11/08/2018
		Agenda Number: 19.
Sponsors: Ashton J. Hayward, III		Enactment Date:
Attachments: Resolution No. 18-55, Agreement Between the State of Florida Department of Transportation and the City of Pensacola, Quitclaim Deed, Donation of Property to the Florida Department of Transportation, Signage Commitment by Florida Department of Transportation, Use and Occupancy Agreement		Enactment Number:
Recommendation:		Hearing Date:
Entered by: hthorsen@cityofpensacola.com		Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	11/05/2018	Placed on Regular Agenda				Pass
	Action Text:		This Legislative Action Item was Placed on Regular Agenda.				
1	City Council	11/08/2018	Approved				Pass
	Action Text:		A motion was made by Council Member Johnson, seconded by Council Member Terhaar, that this Legislative Action Item be Approved. The motion carried by the following vote:				
			Yes: 5	Council Member Myers, Council Member Terhaar, Council Member Spencer, Council Member Johnson, and Council Member Wu			
			No: 1	Wingate			
			Absent: 1	Council President Cannada-Wynn			

Text of Legislative File 18-00415

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

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.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As the construction of the replacement Pensacola Bay Bridge proceeds, it is necessary to transfer ownership of the Five Flags Memorial Park land to the State of Florida Department of Transportation in order for the State to begin construction of the landfall traffic flow. The State has agreed to erect appropriate signage to be approved by the City, identifying entry into the City of Pensacola from the new Bay Bridge.

PRIOR ACTION:

None

FUNDING:

None

FINANCIAL IMPACT:

The State of Florida Department of Transportation will incur all costs associated with this transfer and replacement signage.

CITY ATTORNEY REVIEW: Yes

10/30/2018

STAFF CONTACT:

Keith Wilkins, City Administrator

Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Resolution No. 18-55
- 2) Agreement between the State of Florida Department of Transportation and the City of Pensacola
- 3) Quitclaim Deed
- 4) Donation of Property to the Florida Department of Transportation
- 5) Signage Commitment by Florida Department of Transportation
- 6) Use and Occupancy Agreement

PRESENTATION: No

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and covenants contained in this AMENDMENT and in the AGREEMENT, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree to amend the AGREEMENT as follows:

1. The facts stated above are true and correct and are incorporated into and made part of this AMENDMENT.
2. Any defined terms used herein that are not specifically defined herein shall have the same meaning as set forth in the AGREEMENT.
3. Exhibit C of the AGREEMENT is hereby amended to remove the DEPARTMENT'S obligation to design and construct the sign, and to add that the CITY will design and construct the sign. The Department will continue to provide the funding for the sign in the amount of Three Hundred and Seventy Thousand Dollars and 00/100 (\$370,000.00).
4. No additional funding for this AMENDMENT or AGREEMENT will be provided by the DEPARTMENT.
5. The DEPARTMENT will provide design and construction approval of the City of Pensacola sign within a reasonable time frame prior to construction of the sign in coordination with the CITY. FDOT approval of the sign location will be documented through the FDOT permitting process. The FDOT will not provide final approval of the sign installation on the FDOT right-of-way until after final acceptance of the Pensacola Bay Bridge Replacement project.
6. Except for the changes and amendments made in this Amended Agreement, the terms and conditions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT on the dates set forth below:

CITY OF PENSACOLA, FLORIDA

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: David Forte
 Name: David Forte
 Title: Deputy City Administrator
 Date: 9/30/08

By: _____
 Name: _____
 Title: _____
 Date: _____

ATTEST:
 By: Erica L. Burnett
 Name: Erica L. Burnett
 Title: City Clerk (Seal)

ATTEST:
 By: _____
 Krissy Cook
 Executive Secretary (Seal)

LOCAL AGENCY LEGAL REVIEW:
 By: Charles Pappas

DEPARTMENT LEGAL REVIEW:
 By: _____
 Office of the General Counsel

Select Agreement**EXHIBIT O****TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from Insert restrict hours of operation, (insert days of the week for restricted operation), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contract info

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

MEMORANDUM

TO: Grover C. Robinson, IV, Mayor

FROM: James W. Cook, Deputy Director of Operations PW&F 

DATE: September 29, 2022

SUBJ: Request to execute the revised Joint Participation Agreement and associated Amended FDOT agreement for improvements to area previously known as the Five Flags Plaza.

Submitted for your signature is an amended agreement with FDOT, and a revised Joint Participation Agreement (JPA), for completion of improvements to area previously known as the Five Flags Plaza. FDOT has requested we sign a revised JPA due to there being two agreement exhibits that were incomplete in the original submittal. The signing of the revised JPA will cancel and take the place of the original JPA signed on June 14, 2022.

AS previously conveyed in June, under the original agreement, FDOT was to undertake a reconstruction project for a not to exceed cost of \$370,000.00 once construction of the streets associated with the SR30 Pensacola Bay Bridge No. 480035 project was completed. Subsequently, FDOT and the City have decided to shift construction responsibility to the City. FDOT will provide \$370,000.00 for design and construction of a sign and associated improvements. As a result of this agreed upon change, a more detailed Joint Participation Agreement process is required.

Additional agreements may be required during the design and approval process of the JPA. The City will be responsible for any costs above \$370,000.00 associated with the project.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01092

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

CITY OF PENSACOLA WATERSHED MANAGEMENT PLAN - FLORIDA DIVISION OF EMERGENCY MANAGEMENT GRANT NO. 433-4-7-PI

RECOMMENDATION:

That City Council accept Florida Division of Emergency Management (FDEM) Grant No. 433-4-7-PI for Pensacola Watershed Management Plan in the amount of \$247,256.25 with an \$82,418.75 local match for a total grant value of \$329,675.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Further, that City Council adopt a supplemental budget resolution to appropriate the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola has received a grant from the FDEM to develop a Watershed Management Plan. This plan will supplement the City of Pensacola Resilient Coastlines Program Vulnerability Assessment update that was awarded to and accepted by the City in July of 2022, Granicus FILE ID No. 22-00765. Furthermore, the Watershed Management Plan will expand upon the Stormwater Master Plan the City developed in 2019, Granicus FILE ID No. 19-00315. The updated model, in conjunction with the Vulnerability Assessment, will enhance the City's abilities to strategically plan for and adapt to our changing weather patterns, identify potential future issues, and determine appropriate resolutions.

PRIOR ACTION:

July 21, 2022 - Granicus FILE ID No. 22-00765 - City of Pensacola Resilient Coastlines Program - Florida Department of Environmental Protection Grant Agreement NO. 22PLN33.

July 18, 2019 - Granicus FILE ID No. 19-00315 - Stormwater Master Plan Update

FUNDING:

Budget: \$ 247,256.25 FDEM Watershed Master Plan

	\$ 82,418.75	FDEP Resilient Coastlines Vulnerability Assessment Grant NO. 22PLN33 (Matching Funds)
TOTAL	\$ 329,675.00	
Actual:	\$ 247,256.25	FDEM Watershed Master Plan
	\$ 82,418.75	FDEP Resilient Coastlines Vulnerability Assessment Grant NO. 22PLN33 (Matching Funds)
TOTAL	\$ 329,675.00	

FINANCIAL IMPACT:

The total budget for this project is \$329,675.00, of which FDEM provides 75% (\$247,256.25) and the 25% (\$82,418.75) match is provided by the FDEP Resilient Coastlines Vulnerability Assessment Grant NO. 22PLN33. Utilizing the FDEP grant as a match for the FDEM grant has been approved by both agencies. Adoption of the supplemental budget resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/28/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Amy Tootle, PE - Director Public Works & Facilities

ATTACHMENTS:

- 1) Granicus FILE ID No. 22-00765- Legislative Details (With Text)
- 2) Granicus FILE ID No. 19-00315- Legislative Details (With Text)
- 3) FDEM WMP Grant No. 4337-4-PI - City of Pensacola
- 4) Supplemental Budget Resolution No. 2022-113
- 5) Supplemental Budget Explanation No. 2022-113

PRESENTATION: No



Legislation Details (With Text)

File #: 22-00765 **Version:** 1 **Name:**

Type: Add-On Legislative Item **Status:** Passed

File created: 7/14/2022 **In control:** City Council

On agenda: 7/21/2022 **Final action:** 7/21/2022

Enactment date: **Enactment #:**

Title: CITY OF PENSACOLA RESILIENT COASTLINES PROGRAM - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. 22PLN33

Sponsors: Grover C. Robinson, IV

Indexes:

Code sections:

Attachments: 1. Grant Agreement No. 22PLN33

Date	Ver.	Action By	Action	Result
7/21/2022	1	City Council	Approved	Pass
7/18/2022	1	Agenda Conference	added-on	Pass

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

CITY OF PENSACOLA RESILIENT COASTLINES PROGRAM - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. 22PLN33

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of the Florida Department of Environmental Protection Grant Agreement No. 22PLN33 in the amount of \$159,600 to update the existing Vulnerability Assessment for compliance with Section 380.093(3)(d), F.S. The NOAA Intermediate Low sea level rise curve will be incorporated into the City’s existing analysis. A shoreline elevation analysis, additional maps, and required metadata consistent with the foregoing will also be produced. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Northwest Florida is threatened by sea-level rise, record-breaking heat indexes, increasing frequency and long durations of extreme heat and drought, heavier rain events, wildfires, inland and coastal flooding, storm surges exacerbated by stronger hurricanes, and decreasing freshwater availability. Historical water level records from Pensacola, Florida National Oceanic and Atmospheric

Administration (NOAA) tide gauges have established a representative long-term historical SLR trend of 0.73 ft/century.

One of the foundational concepts of Fla Stat 380.093 and FEMA's CRS program is to assess the flood risk of a community using best available tools, data, and methodologies. The larger goal of both programs is to capture multiple types of weather-related scenarios to project and model how various flood risks would affect the community. This update will further evaluate the potential for flood exposure to critical assets as defined by s. 380.093 (transportation and evacuation routes, critical infrastructure, critical community, and emergency facilities, and natural, culture and historical resources).

To align the project's modeling effort with the new Florida statute the plan for this assessment will be to leverage the functionality within the best available GIS software to:

- 1) map potential future regular tidal inundation using a modified bathtub approach that attempts to account for local and regional tidal variability and is used by the NOAA Office for Coastal Management to map sea level rise),
- 2) map potential high tide flooding based on NOAA's Coastal High Tide Flooding methodology
- 3) map potential storm surge events using a combination of presently available data from both NOAA and FEMA and leverage readily available software methodologies to project multiple sea-level-adjusted designed storm events (particularly the 25-, 50-, 100- and 500-year events), and
- 4) test the feasibility of mapping potential sea-level adjusted rainfall with a pilot- study using experimental methodologies and tools designed to model various rainfall events.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 159,600 FDEP Grant 22PLN33

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

7/14/2020

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development

Cynthia Cannon, AICP, Assistant Planning and Zoning Manager

ATTACHMENTS:

- 1) Grant Agreement No. 22PLN33

PRESENTATION: No



Legislation Details (With Text)

File #: 19-00315 **Version:** 1 **Name:**

Type: Presentation **Status:** Completed

File created: 6/25/2019 **In control:** City Council

On agenda: 7/18/2019 **Final action:** 7/15/2019

Enactment date: **Enactment #:**

Title: STORMWATER MASTER PLAN UPDATE

Sponsors: Grover C. Robinson, IV

Indexes:

Code sections:

Attachments: 1. Stormwater Master Plan Presentation

Date	Ver.	Action By	Action	Result
7/15/2019	1	Agenda Conference	Completed	Pass

PRESENTATION ITEM

FROM: Grover C. Robinson, IV, Mayor

SUBJECT:

STORMWATER MASTER PLAN UPDATE

REQUEST:

That City Council receive a presentation from Derrik Owens, Director of Public Works and Facilities/City Engineer regarding the Stormwater Master Plan Update.

SUMMARY:

The City of Pensacola (City) entered into a contract with Mott MacDonald, LLC., for Professional Engineering services required to update the City’s Stormwater Master Plan. The original plan was last updated 1987 and the new plan update took place in two distinct phases with the first phase being the development of a city-wide comprehensive stormwater hydrologic/hydraulic model. This effort required inventory and verification of existing stormwater infrastructure and collection of data both via field survey, as well as review of existing electronic data. Once all data was collected and verified, the information was entered into the latest version of the stormwater modeling software known as ICPR4, which is one of the most advanced and commonly used programs in the industry. The model was run for 100-year critical duration storms to be consistent with our current LDC requirements and areas of current stormwater rate/volume issues were identified, based upon the City’s adopted Comprehensive Plan levels of service (LOS) for City roadways and property flooding. The model will be a well-used and extremely valuable “living” tool to identify current and future flooding issues (proactively) as a result of development, infrastructure additions/upgrades, natural hydrological changes, etc.

The second phase of the update consisted of document production related to the severity of the rate/volume issues at each selected roadway location to develop a ranking matrix to be prioritized in the development of Engineering design solutions for each area. Ultimately, ten (10) significant locations (projects) of roadway flooding were identified as critical areas which warranted more in-depth analysis and production of proposed design solutions. These primary projects of significance are specifically outlined in the report/plan for consideration by the City simply as a “guide” to address current roadway/property flooding issues going forward. It will be the City’s option to choose the projects to move forward with and adopt a tentative time frame or “goal” to reach specific milestones in an effort to address City roadway flooding issues, both current and future. These goals and milestones will be directly influenced by a number of factors including, but not limited to, overall project cost, safety, convenience, economics, etc., and should be considered in the decision-making process. The final report/plan discusses and outlines these and other items of consideration and are also mentioned in the presentation.

PRIOR ACTION:

None

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: Yes

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Pensacola
PROJECT #:	4337-4-PI
PROJECT TITLE:	Pensacola Watershed Management Plan
CONTRACT #:	H0871
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Brad Hinote City Engineer 222 W Main Street Pensacola, FL 32502

Enclosed is your copy of the proposed contract/modification between **City of Pensacola** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Signed electronic copy
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative
<input type="checkbox"/>	Copy of the organization’s resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated
	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated
	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist Daniel Ring on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 270-7423 or email me at marilyn.montgomery@em.myflorida.com.

Agreement Number: H0871

Project Number: 4337-4-PI

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient’s name:	City of Pensacola
Sub-Recipient’s unique entity identifier (UEI/FEIN):	UBMRAF87HQF5 / 59-6000406
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	September 13, 2018
Subaward Period of Performance Start and End Date:	Upon execution thru September 30, 2023
Amount of Federal Funds Obligated by this Agreement:	\$247,256.25
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$247,256.25
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$247,256.25
Federal award project description (see FFATA):	Watershed Management Plan
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	marilyn.montgomery@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Pensacola, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Marilyn Montgomery
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-270-7423
Email: marilyn.montgomery@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Laura Dhuwe
Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-879-0872
Email: watershedplanning@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Brad Hinote
City Engineer
222 W Main St
Pensacola, FL 32502
Telephone: 850-435-1646
Email: bradhinote@cityofpensacola.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on September 30, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$247,256.25**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

- ii. Participation of the individual in the travel is necessary to the Federal award.

- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

1. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

2. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at

<https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-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:

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

i. 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.

ii. 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. 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.

b. The Sub-Recipient 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.

c. The Sub-Recipient 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.

d. The Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. 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

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Pensacola

By: _____

Name and Title: _____

Date: _____

FEID#: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **\$ 247,256.25**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Mitigation Planning Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Watershed Master Planning Initiative
Pensacola Watershed Management Plan
Scope of Work and Budget

Statement of Purpose

The Florida Division of Emergency Management's (the Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-004-P**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Project Manager for the Division will be:

Laura Dhuwe, Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
850-879-0872
watershedplanning@em.myflorida.com

Scope of Work

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at:

<https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative> or <https://www.fau.edu/engineering/research/cwr3/clearinghouse/>. The Sub-Recipient may use other materials provided by ISO and located at <https://fema.gov>. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual¹ and the 2021 Addendum to the Coordinator's Manual²). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.

Tasks necessary to the completion of a WMP include:

Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP

The Sub-Recipient shall create a preliminary Project Plan, which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There must be enough detail in the preliminary Project Plan to verify the required analysis has been completed. Specifically, the required analysis for the preliminary Project Plan shall include all the Minimum Criteria required for a creditable WMP³ under the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:

¹ https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf

² https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf

³ See 2017 CRS Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf; the 2021 Addendum to the Coordinator's Manual at

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
 - a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
 - b. Inventory of existing drainage system
 - c. Inventory of data availability
2. Locations of:
 - a. critical facilities, cultural/historical, and other places/areas of interest
 - b. vulnerable areas and their descriptions
 - c. natural and constructed drainage systems and channels
3. Existing regulations and plans in place for reducing flood risks

Initial Flood Modeling

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
 - a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events
 - b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment
 - c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
 - d. Determinations of the change in runoff from current to future, fully developed conditions
 - e. Recommendations for managing at least the 10-year and the 25-year rainfall events
5. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event
 - a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2 time frames into the future or a number of feet of sea level rise within this timeframe.
6. The plan must include a strategy and action plan to address the results of the studies for:
 - a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions
 - b. the impact of climate change and sea level rise on fully developed conditions
 - c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event
 - d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event
 - e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).
7. The community must adopt the final plan.
8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable.

https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf; and other materials provided by ISO located at <https://fema.gov>.

Deliverable 1: An (1) electronic copy of the preliminary Project Plan; (2) a separate electronic document listing how and where in the preliminary Project Plan the Minimum Criteria listed above are met; and (3) a separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution. These three electronic documents must be submitted to the Division for review no later than 11 months after the beginning of the Period of Performance. The Sub-Recipient will provide Deliverable 1 to the Division via email to watershedplanning@em.myflorida.com. Payment for Task 1 will occur once the Sub-Recipient has received feedback from the Division confirming that their preliminary Project Plan has been approved. To be approved, the preliminary Project Plan must show how all the listed Minimum Criteria required for a creditable WMP are intended to be met. The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the following no later than 11 months from the beginning of the Period of Performance before payment will be processed.

Jurisdiction Specific Comments for Task 1:

In addition to the above Minimum Criteria, City of Pensacola shall align the Project Plan modeling effort with Section 380.093, F.S., and the approach for this assessment will include:

- 1) mapping potential future regular tidal inundation from sea level rise,
- 2) map potential high tide flooding based on NOAA's Coastal High Tide Flooding methodology (<https://coast.noaa.gov/data/digitalcoast/pdf/slr-high-tide-flooding.pdf>),
- 3) map potential storm surge events using a combination of presently available data from both NOAA and FEMA and leverage readily available software methodologies to project multiple sea-level-adjusted designed storm events (particularly the 25-, 50-, 100- and 500-year events), and
- 4) map potential sea-level adjusted rainfall using methodologies and tools designed to model various rainfall events.

All four avenues for assessing flood risk, briefly outlined above, will be included in a spatiotemporal (geographic location and historic records/future projections) analysis to determine what key assets, areas, and infrastructure within a community are vulnerable to various climate-induced stressors and when that vulnerability may appear along the planning horizon timeline.

To build a more comprehensive vulnerability assessment, and meet the minimum requirements of a Watershed Management Plan within the CRS program as well as Section 380.093, F.S., a community should incorporate as much of the following as practicable within their resiliency planning effort:

- 1) Creation of a detailed infrastructure specific map series organized first by planning horizon (2040, 2070 and 2100) then by type (such as stormwater, potable, emergency management, land use, etc.) depicting key assets, areas, and infrastructure that may be vulnerable to various model conditions.
- 2) Identify knowledge gaps in non-geospatial and geospatial datasets in terms of resiliency planning and disaster response within a gap analysis that addresses data requested and data obtained.
- 3) Map potential impacts of long-term sea level rise on wetlands and shorelines using Warren Pinnacle Consulting's SLAMM model (<http://warrenpinnacle.com/>) or similar resources, and
- 4) Analyze readily available LiDAR point clouds provided by the United States Geological Survey (<https://prd-tnm.s3.amazonaws.com/LidarExplorer/index.html#/>) and satellite imagery to identify shoreline type (i.e., natural, hardened, rip-rap, etc..) to develop data to be used in concert with vulnerability assessment or similar shoreline assessments, especially those considering erosion potential.

With the mapping efforts, City of Pensacola shall provide the source and dates of data acquisition, locational accuracy, and map projection and coordinate system information of geospatial data.

Task 2 – Revise Draft WMP and Submit Completed WMP

After receiving feedback from the Division on the preliminary Project Plan from Task 1 (Deliverable 1), the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above.

The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division’s feedback, and submit the completed WMP to the Division for review.

Throughout the activities for Task 2, the Sub-Recipient shall coordinate with the applicable LMS working group to ensure that the working group will adopt the WMP as an annex in the next LMS update, and use the data to inform the risk assessment and mitigation strategy.

Deliverable 2: An electronic copy of the completed WMP will be submitted to the Division no later than 12 months after the beginning of the Period of Performance. If applicable, the Sub-Recipient will revise the submitted WMP to comply with required revisions and feedback from the Division, and then resubmit the WMP to the Division no later than 12 months after the beginning of the Period of Performance.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the following no later than 12 months from the beginning of the Period of Performance before payment will be processed:

1. the completed WMP⁴ (after incorporating comments from the Division, if applicable); and
2. a signed letter from the applicable county’s Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP will be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update.

The Sub-Recipient will provide Deliverable 2 to the Division via email to watershedplanning@em.myflorida.com.

Method of Compensation:

All deliverables submitted to the Project Manager or to the Division shall be completed by the Sub-Recipient and approved for completeness and accuracy by the Project Manager or the Division to qualify as reaching the minimum required criteria for each invoice period.

All tasks shall be performed under the direct supervision of the Division.

The project shall be reimbursed upon receipt of invoices submitted at the completion and acceptance of each deliverable defined above unless this agreement is terminated early. This is a cost reimbursement agreement, which will be reimbursed on a fixed-fee, fixed-price agreement as follows:

Deliverables	Total Deliverable Value	Due Date
Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP	\$221,050.00	11 Months after beginning of POP
Task 2 – Revise Draft WMP and Submit Completed WMP	\$108,625.00	12 months after beginning of POP
Total	\$329,675.00	

Financial Consequences for Non-Performance:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5 % of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conduct any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

If the Sub-Recipient fails to comply with any terms of the agreement, the Division shall take one or more of the following actions:

3. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
4. Disallow all or part of the cost of the activity or action not in compliance;

⁴ See the Minimum Criteria required for a creditable WMP listed above.

5. Wholly or partially suspend or terminate the current agreement for the Sub-Recipient's project;
6. Withhold further agreements for the project; or
7. Take other actions that are legally allowed.

Schedule of Work

Task(s)	Number of Months to Complete
Field work and data collection for structures (Task 1)	3
Initial Flood Modeling (Task 1)	6
Preliminary Project Plan (Task 1)	2
Revise Draft WMP and Submit Completed WMP (Task 2)	12
Total Period of Performance (maximum of 12 months):	12

Total Period of Performance

The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and ends 12 months later, but no later than September 30, 2023.

Budget

Cost Item	Project Cost	Federal Share	Non-Federal Share
Personnel			
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	\$329,675.00	\$247,256.25	\$82,418.75
Other			
Project Total:	\$329,675.00	\$247,256.25	\$82,418.75

Funding Summary Totals

Federal Share:	\$247,256.25	75.00%
Non-Federal Share:	\$82,418.75	25.00%
Total Project Cost:	\$329,675.00	100.00%

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 3. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 4. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 5. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Pensacola

REMIT ADDRESS: 222 W Main St

CITY: Pensacola STATE: FL ZIP CODE: 32502

PROJECT TYPE: Watershed Management Plan PROJECT #: 4337-4-PI

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0871

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
 Total of Previous SRMC to Date: _____ (SRMC Federal)
 Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	_____ DIVISION DIRECTOR
APPROVED FOR PAYMENT \$ _____	_____ DATE

**Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Pensacola PAYMENT #: _____
 PROJECT TYPE: Watershed Management Plan PROJECT #: 4337-4-PI
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0871

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents</i> <i>%</i> <i>completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of Pensacola

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.
PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Attachment F
QUARTERLY REPORT FORM**

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Pensacola **PROJECT #:** 4337-4-PI
PROJECT TYPE: Watershed Management Plan **CONTRACT #:** H0871
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
 Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? Yes No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<i>Estimated Project Completion Date:</i>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: No Action Required, OR

Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Pensacola

Sub-Recipient's Name

H0871

DEM Contract Number

4337-4-PI

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-4-PI

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 247,256.25

OBLIGATION/ACTION DATE: September 13, 2018

SUBAWARD DATE (if applicable): _____

UEID/SAM#: UBMRAF87HQF5

UEID/SAM#
+4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: <https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative> or <https://www.fau.edu/engineering/research/cwr3/clearinghouse/>. The Sub-Recipient may use other materials provided by ISO and located at <https://fema.gov>. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator’s Manual⁵ and the 2021 Addendum to the Coordinator’s Manual⁶). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county’s Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient’s next LMS update.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

⁵ https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf

⁶ https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:⁷

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities 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, contractors 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 the Federal awarding agency. 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, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

⁷ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

3. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
4. 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.
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

**RESOLUTION
NO. 2022-113**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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:

SPECIAL GRANTS FUND

As Reads	Federal Grants	1,672,720
Amended		
To Read:	Federal Grants	1,919,977
As Reads	Operating Expenses	67,720
Amended		
To Read:	Operating Expenses	314,977

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

NOVEMBER 2022 - SUPPLEMENTAL BUDGET RESOLUTION - EMERG WATERSHED GRANT - RES NO. 2022-113

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	<u>247,257</u>	Increase estimated revenue from Federal Grants
Total Revenues	<u>247,257</u>	
Appropriations		
Operating Expenses	<u>247,257</u>	Appropriate funds for Operating Expenses
Total Appropriations	<u>247,257</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-113

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-113 - CITY OF PENSACOLA WATERSHED MANAGEMENT PLAN - FLORIDA DIVISION OF EMERGENCY MANAGEMENT GRANT NO. 433-4-7-PI

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-113:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola has received a grant from the FDEM to develop a Watershed Management Plan. This plan will supplement the City of Pensacola Resilient Coastlines Program Vulnerability Assessment update that was awarded to and accepted by the City in July of 2022, Granicus FILE ID No. 22-00765. Furthermore, the Watershed Management Plan will expand upon the Stormwater Master Plan the City developed in 2019, Granicus FILE ID No. 19-00315. The updated model, in conjunction with the Vulnerability Assessment, will enhance the City's abilities to strategically plan for and adapt to our changing weather patterns, identify potential future issues, and determine appropriate resolutions.

PRIOR ACTION:

July 21, 2022 - Granicus FILE ID No. 22-00765 - City of Pensacola Resilient Coastlines Program - Florida Department of Environmental Protection Grant Agreement NO. 22PLN33.

July 18, 2019 - Granicus FILE ID No. 19-00315 - Stormwater Master Plan Update

FUNDING:

Budget: \$ 247,256.25 FDEM Watershed Master Plan
\$ 82,418.75 FDEP Resilient Coastlines Vulnerability Assessment Grant NO.

22PLN33 (Matching Funds)

TOTAL \$ 329,675.00

Actual: \$ 247,256.25 FDEM Watershed Master Plan
\$ 82,418.75 FDEP Resilient Coastlines Vulnerability Assessment Grant NO.
22PLN33 (Matching Funds)

TOTAL \$ 329,675.00

FINANCIAL IMPACT:

The total budget for this project is \$329,675.00, of which FDEM provides 75% (\$247,256.25) and the 25% (\$82,418.75) match is provided by the FDEP Resilient Coastlines Vulnerability Assessment Grant NO. 22PLN33. Utilizing the FDEP grant as a match for the FDEM grant has been approved by both agencies. Adoption of the supplemental budget resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/28/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Amy Tootle, PE - Director Public Works & Facilities

ATTACHMENTS:

- 1) Granicus FILE ID No. 22-00765- Legislative Details (With Text)
- 2) Granicus FILE ID No. 19-00315- Legislative Details (With Text)
- 3) FDEM WMP Grant No. 4337-4-PI - City of Pensacola
- 4) Supplemental Budget Resolution No. 2022-113
- 5) Supplemental Budget Explanation No. 2022-113

PRESENTATION: No



Legislation Details (With Text)

File #: 22-00765 **Version:** 1 **Name:**

Type: Add-On Legislative Item **Status:** Passed

File created: 7/14/2022 **In control:** City Council

On agenda: 7/21/2022 **Final action:** 7/21/2022

Enactment date: **Enactment #:**

Title: CITY OF PENSACOLA RESILIENT COASTLINES PROGRAM - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. 22PLN33

Sponsors: Grover C. Robinson, IV

Indexes:

Code sections:

Attachments: 1. Grant Agreement No. 22PLN33

Date	Ver.	Action By	Action	Result
7/21/2022	1	City Council	Approved	Pass
7/18/2022	1	Agenda Conference	added-on	Pass

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

CITY OF PENSACOLA RESILIENT COASTLINES PROGRAM - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. 22PLN33

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of the Florida Department of Environmental Protection Grant Agreement No. 22PLN33 in the amount of \$159,600 to update the existing Vulnerability Assessment for compliance with Section 380.093(3)(d), F.S. The NOAA Intermediate Low sea level rise curve will be incorporated into the City’s existing analysis. A shoreline elevation analysis, additional maps, and required metadata consistent with the foregoing will also be produced. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Northwest Florida is threatened by sea-level rise, record-breaking heat indexes, increasing frequency and long durations of extreme heat and drought, heavier rain events, wildfires, inland and coastal flooding, storm surges exacerbated by stronger hurricanes, and decreasing freshwater availability. Historical water level records from Pensacola, Florida National Oceanic and Atmospheric

Administration (NOAA) tide gauges have established a representative long-term historical SLR trend of 0.73 ft/century.

One of the foundational concepts of Fla Stat 380.093 and FEMA's CRS program is to assess the flood risk of a community using best available tools, data, and methodologies. The larger goal of both programs is to capture multiple types of weather-related scenarios to project and model how various flood risks would affect the community. This update will further evaluate the potential for flood exposure to critical assets as defined by s. 380.093 (transportation and evacuation routes, critical infrastructure, critical community, and emergency facilities, and natural, culture and historical resources).

To align the project's modeling effort with the new Florida statute the plan for this assessment will be to leverage the functionality within the best available GIS software to:

- 1) map potential future regular tidal inundation using a modified bathtub approach that attempts to account for local and regional tidal variability and is used by the NOAA Office for Coastal Management to map sea level rise),
- 2) map potential high tide flooding based on NOAA's Coastal High Tide Flooding methodology
- 3) map potential storm surge events using a combination of presently available data from both NOAA and FEMA and leverage readily available software methodologies to project multiple sea-level-adjusted designed storm events (particularly the 25-, 50-, 100- and 500-year events), and
- 4) test the feasibility of mapping potential sea-level adjusted rainfall with a pilot- study using experimental methodologies and tools designed to model various rainfall events.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 159,600 FDEP Grant 22PLN33

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

7/14/2020

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development

Cynthia Cannon, AICP, Assistant Planning and Zoning Manager

ATTACHMENTS:

- 1) Grant Agreement No. 22PLN33

PRESENTATION: No



Legislation Details (With Text)

File #: 19-00315 **Version:** 1 **Name:**

Type: Presentation **Status:** Completed

File created: 6/25/2019 **In control:** City Council

On agenda: 7/18/2019 **Final action:** 7/15/2019

Enactment date: **Enactment #:**

Title: STORMWATER MASTER PLAN UPDATE

Sponsors: Grover C. Robinson, IV

Indexes:

Code sections:

Attachments: 1. Stormwater Master Plan Presentation

Date	Ver.	Action By	Action	Result
7/15/2019	1	Agenda Conference	Completed	Pass

PRESENTATION ITEM

FROM: Grover C. Robinson, IV, Mayor

SUBJECT:

STORMWATER MASTER PLAN UPDATE

REQUEST:

That City Council receive a presentation from Derrik Owens, Director of Public Works and Facilities/City Engineer regarding the Stormwater Master Plan Update.

SUMMARY:

The City of Pensacola (City) entered into a contract with Mott MacDonald, LLC., for Professional Engineering services required to update the City’s Stormwater Master Plan. The original plan was last updated 1987 and the new plan update took place in two distinct phases with the first phase being the development of a city-wide comprehensive stormwater hydrologic/hydraulic model. This effort required inventory and verification of existing stormwater infrastructure and collection of data both via field survey, as well as review of existing electronic data. Once all data was collected and verified, the information was entered into the latest version of the stormwater modeling software known as ICPR4, which is one of the most advanced and commonly used programs in the industry. The model was run for 100-year critical duration storms to be consistent with our current LDC requirements and areas of current stormwater rate/volume issues were identified, based upon the City’s adopted Comprehensive Plan levels of service (LOS) for City roadways and property flooding. The model will be a well-used and extremely valuable “living” tool to identify current and future flooding issues (proactively) as a result of development, infrastructure additions/upgrades, natural hydrological changes, etc.

The second phase of the update consisted of document production related to the severity of the rate/volume issues at each selected roadway location to develop a ranking matrix to be prioritized in the development of Engineering design solutions for each area. Ultimately, ten (10) significant locations (projects) of roadway flooding were identified as critical areas which warranted more in-depth analysis and production of proposed design solutions. These primary projects of significance are specifically outlined in the report/plan for consideration by the City simply as a “guide” to address current roadway/property flooding issues going forward. It will be the City’s option to choose the projects to move forward with and adopt a tentative time frame or “goal” to reach specific milestones in an effort to address City roadway flooding issues, both current and future. These goals and milestones will be directly influenced by a number of factors including, but not limited to, overall project cost, safety, convenience, economics, etc., and should be considered in the decision-making process. The final report/plan discusses and outlines these and other items of consideration and are also mentioned in the presentation.

PRIOR ACTION:

None

STAFF CONTACT:

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

ATTACHMENTS:

None

PRESENTATION: Yes

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Pensacola
PROJECT #:	4337-4-PI
PROJECT TITLE:	Pensacola Watershed Management Plan
CONTRACT #:	H0871
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Brad Hinote City Engineer 222 W Main Street Pensacola, FL 32502

Enclosed is your copy of the proposed contract/modification between **City of Pensacola** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Signed electronic copy
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist Daniel Ring on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 270-7423 or email me at marilyn.montgomery@em.myflorida.com.

Agreement Number: H0871

Project Number: 4337-4-PI

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient’s name:	City of Pensacola
Sub-Recipient’s unique entity identifier (UEI/FEIN):	UBMRAF87HQF5 / 59-6000406
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	September 13, 2018
Subaward Period of Performance Start and End Date:	Upon execution thru September 30, 2023
Amount of Federal Funds Obligated by this Agreement:	\$247,256.25
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$247,256.25
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$247,256.25
Federal award project description (see FFATA):	Watershed Management Plan
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	marilyn.montgomery@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Pensacola, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Marilyn Montgomery
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-270-7423
Email: marilyn.montgomery@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Laura Dhuwe
Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-879-0872
Email: watershedplanning@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Brad Hinote
City Engineer
222 W Main St
Pensacola, FL 32502
Telephone: 850-435-1646
Email: bradhinote@cityofpensacola.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on September 30, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$247,256.25**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

1. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

2. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at

<https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-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:

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

i. 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.

ii. 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. 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.

b. The Sub-Recipient 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.

c. The Sub-Recipient 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.

d. The Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. 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

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Pensacola

By: _____

Name and Title: _____

Date: _____

FEID#: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **\$ 247,256.25**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Mitigation Planning Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Watershed Master Planning Initiative
Pensacola Watershed Management Plan
Scope of Work and Budget

Statement of Purpose

The Florida Division of Emergency Management's (the Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-004-P**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Project Manager for the Division will be:

Laura Dhuwe, Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
850-879-0872
watershedplanning@em.myflorida.com

Scope of Work

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at:

<https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative> or <https://www.fau.edu/engineering/research/cwr3/clearinghouse/>. The Sub-Recipient may use other materials provided by ISO and located at <https://fema.gov>. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual¹ and the 2021 Addendum to the Coordinator's Manual²). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.

Tasks necessary to the completion of a WMP include:

Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP

The Sub-Recipient shall create a preliminary Project Plan, which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There must be enough detail in the preliminary Project Plan to verify the required analysis has been completed. Specifically, the required analysis for the preliminary Project Plan shall include all the Minimum Criteria required for a creditable WMP³ under the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:

¹ https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf

² https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf

³ See 2017 CRS Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf; the 2021 Addendum to the Coordinator's Manual at

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
 - a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
 - b. Inventory of existing drainage system
 - c. Inventory of data availability
2. Locations of:
 - a. critical facilities, cultural/historical, and other places/areas of interest
 - b. vulnerable areas and their descriptions
 - c. natural and constructed drainage systems and channels
3. Existing regulations and plans in place for reducing flood risks

Initial Flood Modeling

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
 - a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events
 - b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment
 - c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
 - d. Determinations of the change in runoff from current to future, fully developed conditions
 - e. Recommendations for managing at least the 10-year and the 25-year rainfall events
5. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event
 - a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2 time frames into the future or a number of feet of sea level rise within this timeframe.
6. The plan must include a strategy and action plan to address the results of the studies for:
 - a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions
 - b. the impact of climate change and sea level rise on fully developed conditions
 - c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event
 - d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event
 - e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).
7. The community must adopt the final plan.
8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable.

https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf; and other materials provided by ISO located at <https://fema.gov>.

Deliverable 1: An (1) electronic copy of the preliminary Project Plan; (2) a separate electronic document listing how and where in the preliminary Project Plan the Minimum Criteria listed above are met; and (3) a separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution. These three electronic documents must be submitted to the Division for review no later than 11 months after the beginning of the Period of Performance. The Sub-Recipient will provide Deliverable 1 to the Division via email to watershedplanning@em.myflorida.com. Payment for Task 1 will occur once the Sub-Recipient has received feedback from the Division confirming that their preliminary Project Plan has been approved. To be approved, the preliminary Project Plan must show how all the listed Minimum Criteria required for a creditable WMP are intended to be met. The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the following no later than 11 months from the beginning of the Period of Performance before payment will be processed.

Jurisdiction Specific Comments for Task 1:

In addition to the above Minimum Criteria, City of Pensacola shall align the Project Plan modeling effort with Section 380.093, F.S., and the approach for this assessment will include:

- 1) mapping potential future regular tidal inundation from sea level rise,
- 2) map potential high tide flooding based on NOAA's Coastal High Tide Flooding methodology (<https://coast.noaa.gov/data/digitalcoast/pdf/slr-high-tide-flooding.pdf>),
- 3) map potential storm surge events using a combination of presently available data from both NOAA and FEMA and leverage readily available software methodologies to project multiple sea-level-adjusted designed storm events (particularly the 25-, 50-, 100- and 500-year events), and
- 4) map potential sea-level adjusted rainfall using methodologies and tools designed to model various rainfall events.

All four avenues for assessing flood risk, briefly outlined above, will be included in a spatiotemporal (geographic location and historic records/future projections) analysis to determine what key assets, areas, and infrastructure within a community are vulnerable to various climate-induced stressors and when that vulnerability may appear along the planning horizon timeline.

To build a more comprehensive vulnerability assessment, and meet the minimum requirements of a Watershed Management Plan within the CRS program as well as Section 380.093, F.S., a community should incorporate as much of the following as practicable within their resiliency planning effort:

- 1) Creation of a detailed infrastructure specific map series organized first by planning horizon (2040, 2070 and 2100) then by type (such as stormwater, potable, emergency management, land use, etc.) depicting key assets, areas, and infrastructure that may be vulnerable to various model conditions.
- 2) Identify knowledge gaps in non-geospatial and geospatial datasets in terms of resiliency planning and disaster response within a gap analysis that addresses data requested and data obtained.
- 3) Map potential impacts of long-term sea level rise on wetlands and shorelines using Warren Pinnacle Consulting's SLAMM model (<http://warrenpinnacle.com/>) or similar resources, and
- 4) Analyze readily available LiDAR point clouds provided by the United States Geological Survey (<https://prd-tnm.s3.amazonaws.com/LidarExplorer/index.html#/>) and satellite imagery to identify shoreline type (i.e., natural, hardened, rip-rap, etc..) to develop data to be used in concert with vulnerability assessment or similar shoreline assessments, especially those considering erosion potential.

With the mapping efforts, City of Pensacola shall provide the source and dates of data acquisition, locational accuracy, and map projection and coordinate system information of geospatial data.

Task 2 – Revise Draft WMP and Submit Completed WMP

After receiving feedback from the Division on the preliminary Project Plan from Task 1 (Deliverable 1), the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above.

The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division’s feedback, and submit the completed WMP to the Division for review.

Throughout the activities for Task 2, the Sub-Recipient shall coordinate with the applicable LMS working group to ensure that the working group will adopt the WMP as an annex in the next LMS update, and use the data to inform the risk assessment and mitigation strategy.

Deliverable 2: An electronic copy of the completed WMP will be submitted to the Division no later than 12 months after the beginning of the Period of Performance. If applicable, the Sub-Recipient will revise the submitted WMP to comply with required revisions and feedback from the Division, and then resubmit the WMP to the Division no later than 12 months after the beginning of the Period of Performance.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the following no later than 12 months from the beginning of the Period of Performance before payment will be processed:

1. the completed WMP⁴ (after incorporating comments from the Division, if applicable); and
2. a signed letter from the applicable county’s Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP will be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update.

The Sub-Recipient will provide Deliverable 2 to the Division via email to watershedplanning@em.myflorida.com.

Method of Compensation:

All deliverables submitted to the Project Manager or to the Division shall be completed by the Sub-Recipient and approved for completeness and accuracy by the Project Manager or the Division to qualify as reaching the minimum required criteria for each invoice period.

All tasks shall be performed under the direct supervision of the Division.

The project shall be reimbursed upon receipt of invoices submitted at the completion and acceptance of each deliverable defined above unless this agreement is terminated early. This is a cost reimbursement agreement, which will be reimbursed on a fixed-fee, fixed-price agreement as follows:

Deliverables	Total Deliverable Value	Due Date
Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP	\$221,050.00	11 Months after beginning of POP
Task 2 – Revise Draft WMP and Submit Completed WMP	\$108,625.00	12 months after beginning of POP
Total	\$329,675.00	

Financial Consequences for Non-Performance:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5 % of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conduct any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

If the Sub-Recipient fails to comply with any terms of the agreement, the Division shall take one or more of the following actions:

3. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
4. Disallow all or part of the cost of the activity or action not in compliance;

⁴ See the Minimum Criteria required for a creditable WMP listed above.

5. Wholly or partially suspend or terminate the current agreement for the Sub-Recipient's project;
6. Withhold further agreements for the project; or
7. Take other actions that are legally allowed.

Schedule of Work

Task(s)	Number of Months to Complete
Field work and data collection for structures (Task 1)	3
Initial Flood Modeling (Task 1)	6
Preliminary Project Plan (Task 1)	2
Revise Draft WMP and Submit Completed WMP (Task 2)	12
Total Period of Performance (maximum of 12 months):	12

Total Period of Performance

The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and ends 12 months later, but no later than September 30, 2023.

Budget

Cost Item	Project Cost	Federal Share	Non-Federal Share
Personnel			
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	\$329,675.00	\$247,256.25	\$82,418.75
Other			
Project Total:	\$329,675.00	\$247,256.25	\$82,418.75

Funding Summary Totals

Federal Share:	\$247,256.25	75.00%
Non-Federal Share:	\$82,418.75	25.00%
Total Project Cost:	\$329,675.00	100.00%

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 3. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 4. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 5. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Pensacola

REMIT ADDRESS: 222 W Main St

CITY: Pensacola STATE: FL ZIP CODE: 32502

PROJECT TYPE: Watershed Management Plan PROJECT #: 4337-4-PI

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0871

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
 Total of Previous SRMC to Date: _____ (SRMC Federal)
 Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	_____ DIVISION DIRECTOR
APPROVED FOR PAYMENT \$ _____	_____ DATE

**Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Pensacola PAYMENT #: _____
 PROJECT TYPE: Watershed Management Plan PROJECT #: 4337-4-PI
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0871

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents</i> <i>%</i> <i>completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of Pensacola

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.
PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

**Attachment F
QUARTERLY REPORT FORM**

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Pensacola **PROJECT #:** 4337-4-PI
PROJECT TYPE: Watershed Management Plan **CONTRACT #:** H0871
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
 Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? Yes No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<i>Estimated Project Completion Date:</i>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: No Action Required, OR

Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Pensacola
Sub-Recipient's Name

H0871
DEM Contract Number

4337-4-PI
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-4-PI

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 247,256.25

OBLIGATION/ACTION DATE: September 13, 2018

SUBAWARD DATE (if applicable): _____

UEID/SAM#: UBMRAF87HQF5

UEID/SAM#
+4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: <https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative> or <https://www.fau.edu/engineering/research/cwr3/clearinghouse/>. The Sub-Recipient may use other materials provided by ISO and located at <https://fema.gov>. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator’s Manual⁵ and the 2021 Addendum to the Coordinator’s Manual⁶). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county’s Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient’s next LMS update.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

⁵ https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf

⁶ https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:⁷

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities 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, contractors 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 the Federal awarding agency. 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, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

⁷ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

3. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
4. 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.
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

THE CITY OF PENSACOLA

NOVEMBER 2022 - SUPPLEMENTAL BUDGET RESOLUTION - EMERG WATERSHED GRANT - RES NO. 2022-113

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	<u>247,257</u>	Increase estimated revenue from Federal Grants
Total Revenues	<u>247,257</u>	
Appropriations		
Operating Expenses	<u>247,257</u>	Appropriate funds for Operating Expenses
Total Appropriations	<u>247,257</u>	

THE CITY OF PENSACOLA

NOVEMBER 2022 - SUPPLEMENTAL BUDGET RESOLUTION - EMERG WATERSHED GRANT - RES NO. 2022-113

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	<u>247,257</u>	Increase estimated revenue from Federal Grants
Total Revenues	<u>247,257</u>	
Appropriations		
Operating Expenses	<u>247,257</u>	Appropriate funds for Operating Expenses
Total Appropriations	<u>247,257</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-01039

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - DEPARTMENT OF HOMELAND SECURITY (DHS) GRANT NO. EMW-2022-PU-00048 - PORT SECURITY GRANT PROGRAM FY 2022

RECOMMENDATION:

That City Council authorize the Mayor to accept Department of Homeland Security (DHS) Grant No. EMW-2022-PU-00048 in the total amount of \$555,000 comprised of \$416,250 in DHS funds and \$138,750 in Department of Innovation & Technology match. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council approve the supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2022, the Port of Pensacola was awarded a U.S. Department of Homeland Security Port Security Grant. This awarded project was submitted by the Port of Pensacola for the Department of Innovation & Technology. The Department of Innovation & Technology's Investment Justification is a cybersecurity project that includes the procurement of multiple software packages. Total project cost is \$555,000 with a cost share of \$138,750.

Since 2006, the Port has been awarded nearly \$6 million in Federal grant funds on behalf of the Port as well as other City departments, including Pensacola Fire Department, Pensacola Police Department, Pensacola Energy and Technology Resources. Critical projects funded through the program to date have included replacement of the City's antiquated telephone system with a Voice-over Internet Protocol (VoIP) system, replacement of the Englewood communications tower, purchase of the Fire Department's fire boat, and purchase of a maritime fire training simulator for the Fire Department.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 416,250 Port Security Grant (Federal Funds)
138,750 Department of Innovation & Technology Funds
\$ 555,000

Actual: \$ 416,250 Port Security Grant (Federal Funds)
138,750 Department of Innovation & Technology Funds
\$ 555,000

FINANCIAL IMPACT:

The federal grant award will fund 75% of the cost of the project. The City of Pensacola is required to provide a match of 25% of the cost of the project. The Department of Innovation & Technology match will be funded by re-allocating funds from within their FY 2023 Budget. Approval of the Supplemental Budget Resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

10/14/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Clark Merritt, Port Director
Brenda Kahalley, Technology Resources Manager

ATTACHMENTS:

- 1) Award Letter
- 2) Department of Invitation & Technology Investment Justification
- 3) Supplemental Budget Resolution
- 4) Supplemental Budget Explanation

PRESENTATION: No

U.S. Department of Homeland Security
Washington, D.C. 20472



Thomas Coggin
Pensacola, City of
700 S. Barracks ST
Pensacola, FL 32502 - 6049

Re: Grant No.EMW-2022-PU-00048

Dear Thomas Coggin:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Port Security Grant Program has been approved in the amount of \$416,250.00. As a condition of this award, you are required to contribute a cost match in the amount of \$138,750.00 of non-Federal funds, or 25 percent of the total approved project costs of \$555,000.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in blue ink that reads "P.S. Williams". The signature is fluid and cursive, with a long horizontal stroke at the end.

Pamela S. Williams
Assistant Administrator
Grant Programs Directorate

PAMELA SUSAN WILLIAMS

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: Pensacola, City of
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2022-PU-00048-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article III	General Acknowledgements and Assurances
Article IV	Acknowledgement of Federal Funding from DHS
Article V	Activities Conducted Abroad
Article VI	Age Discrimination Act of 1975
Article VII	Americans with Disabilities Act of 1990
Article VIII	Best Practices for Collection and Use of Personally Identifiable Information
Article IX	Civil Rights Act of 1964 - Title VI
Article X	Civil Rights Act of 1968
Article XI	Copyright
Article XII	Debarment and Suspension
Article XIII	Drug-Free Workplace Regulations

Article XIV	Duplication of Benefits
Article XV	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XVI	Energy Policy and Conservation Act
Article XVII	False Claims Act and Program Fraud Civil Remedies
Article XVIII	Federal Debt Status
Article XIX	Federal Leadership on Reducing Text Messaging while Driving
Article XX	Fly America Act of 1974
Article XXI	Hotel and Motel Fire Safety Act of 1990
Article XXII	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXIII	Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Article XXIV	Lobbying Prohibitions
Article XXV	National Environmental Policy Act
Article XXVI	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXVII	Non-Supplanting Requirement
Article XXVIII	Notice of Funding Opportunity Requirements
Article XXIX	Patents and Intellectual Property Rights
Article XXX	Procurement of Recovered Materials
Article XXXI	Rehabilitation Act of 1973
Article XXXII	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXIII	Reporting Subawards and Executive Compensation
Article XXXIV	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Article XXXV	SAFECOM

Article XXXVI	Terrorist Financing
Article XXXVII	Trafficking Victims Protection Act of 2000 (TVPA)
Article XXXVIII	Universal Identifier and System of Award Management
Article XXXIX	USA PATRIOT Act of 2001
Article XL	Use of DHS Seal, Logo and Flags
Article XLI	Whistleblower Protection Act
Article XLII	Environmental Planning and Historic Preservation (EHP) Review
Article XLIII	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLIV	Acceptance of Post Award Changes
Article XLV	Disposition of Equipment Acquired Under the Federal Award
Article XLVI	Prior Approval for Modification of Approved Budget
Article XLVII	Indirect Cost Rate
Article XLVIII	DHS Standard Terms and Conditions Generally
Article XLIX	PSGP Performance Goal

Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: Enhancing Cybersecurity is fully funded for \$416,250.

Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article III - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IV - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article IX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XIX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XX - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXI - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXIV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXV - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their

authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVIII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXIX - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) 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.

Article XXXI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any 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 recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

- (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXV - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVI - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXVIII - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXIX - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XL - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLI - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant

documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLIV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XLV - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article XLVIII - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on [dhs.gov](https://www.dhs.gov) at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article XLIX - PSGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessment or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR.

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$555,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2022-PU-00048-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. V00103364	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04585N2022T
6. RECIPIENT NAME AND ADDRESS Pensacola, City of 700 S. Barracks ST Pensacola, FL, 32502 - 6049	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603	
9. NAME OF RECIPIENT PROJECT OFFICER Thomas Coggin	PHONE NO. 8504365070	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 09/23/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2022 To: 08/31/2025 Budget Period 09/01/2022 08/31/2025	

1 5. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2022-FA-GC01-P410- -4101-D	\$0.00	\$416,250.00	\$416,250.00	See Totals
			\$0.00	\$416,250.00	\$416,250.00	\$138,750.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Thomas Coggin,	DATE Wed Sep 28 21:22:32 GMT 2022
18. FEMA SIGNATORY OFFICIAL (Name and Title)  Pamela S. Williams Assistant Administrator Grant Programs Directorate PAMELA SUSAN WILLIAMS,	DATE Fri Sep 23 21:08:15 GMT 2022

Instructions

Step 1- Proceed to IJ 1 and complete IJ 1 fully. Then proceed to Budget 1 and complete it fully. Be sure t

Step 2- If you have any questions while filling it out stop and review the Help Tab.

Step 3- If you have multiple projects proceed to IJ 2 and recomplete Step 1.

Step 4- Once you have filled out the number of IJ's and Budgets that you are completing proceed to the

Note 1- Like any other Excel workbook the tabs are still at the bottom of this spreadsheet. Please feel fr

Note 2- Please do not delete any tabs or add in any additional tabs. Please complete the IJ's and Budget

Note 3- This is all that you need to complete. You don't need to add in any additional documents like let

[Click to proceed to IJ 1](#)

o note the buttons at the bottom. These will help to guide you throughout.

review tab at the end. NOTE- Submit this document as an Excel file and DO NOT PASSWORD PROTECT t

ee to go forward or backward at any time by clicking on the IJ or Budget that you wish to be on.

s to the best of your ability.

tters from representatives or other things to enhance your project. We will only be reviewing the IJ's an

[Click to proceed t](#)

he document.

d Budgets in this workbook

o Review Tab

Port Security Grant Program (PSGP) Investment Justification (IJ) and Detailed Budget Worksheet

To streamline application submission and review processes, PSGP has revised and combined the IJ and Budget Worksheet. Failure to complete all sections of IJ and Budget for each project may result in disqualification of the project. Note that at the bottom of the form are tabs labeled to account for up to 5 IJs and budgets in this form. DO NOT password protect the document. Documents are submitted via a secured system. Passwords DO NOT alter pre-populated cells (i.e., standardized questions) or formats within this document. All

Key Terms:

AMSC: Area Maritime Security Committee
AMSP: Area Maritime Security Plan
COTP: Captain of the Port
FSP: Facility Security Plan
FEMA: Federal Emergency Management Agency
MTSA: Maritime Transportation Security Act
NOFO: Notice of Funding Opportunity
PGM: Preparedness Grant Manual
PSGP: Port Security Grant Program
USCG: United States Coast Guard
UEI: Unique Entity Identifier

Investment Justification

Part I – Investment Heading

1. Organization Name: Use your organization’s legal name as identified on your SAM.gov record.
2. State or Territory in which the project will be **implemented**. This is not always the applicant’s location.
3. Type of Organization: Select from dropdown list. Note that quasi-government organizations are included.
4. Classification of organization: Select from the dropdown list. Note that these classifications are not mutually exclusive.
5. Captain of the Port (COTP) Zone: COTP zone in which the project will be implemented. If the project is not in a COTP zone, select “None”.

Part II – Basic Project Information

6. Project Title: Project titles should be brief and coincide with the title used on the SF424.
7. Project Description: Provide a summary of the services and/or equipment for which funding is requested.
8. Has this project been funded by PSGP or another Federal assistance program in the last 5 years?
9. If so, when was the last time it was funded? Provide a year funding received.
10. Which program funded this capability? Note the program either from FEMA or other grant programs.
11. Provide justification that supports funding this project again. This will help reviewers determine if the project is a high priority.
12. Project Category: Select from the dropdown list. This list is the DHS POETE structure of capabilities.
13. New Capability or Maintenance/Sustainment: Select from dropdown list. See PGM for details.
14. Is this project exempt from the required cost share outlined in 46 U.S.C. §70107? See NOFO for details.
15. If yes, identify exemption: Select from dropdown list, see NOFO and PGM for details. See PGM for details.
16. Federal Share: This is the amount of funds being sought through PSGP. The Federal share is the amount of funds being sought through PSGP.
17. Cost Share: This is the recipient share of the total project cost. (see NOFO and PGM for details.)
18. Total Project Cost: This is the total cost required to complete the project and should be the sum of the Federal Share and the Cost Share.

Part III – Eligibility Information

19. Which plan(s) applies to your organization:
 - a. Area Maritime Security Plan (AMSP): Select “Yes” or “No” if applicable. Per 46 U.S.C. §70107.
 - b. Facility Security Plan (FSP): Select “Yes” or “No” if applicable. Per 46 U.S.C. §70107.
20. State and Local Agencies Only: Mark Yes or No if your agency is required to provide Port Security.
21. If “Yes”, how many MTSA regulated facilities is your organization required to provide security for?

(budget) Instructions

and budget templates into Excel format. This eliminates the challenges experienced with submitting IJs in e project. Please use N/A (not applicable) for sections that do not specifically apply (i.e., Private entities st format: "IJ 1"; "Budget 1"; etc. Each IJ and corresponding budget must be completed for each project requ d protected documents may prevent reviewers from accessing the document for review. tering the document could cause error in data exports and potentially interfere with adequate applicator

egistration aligned with your UEI (initial application submitted in Grants.gov), this will be used to associat cant headquarters location.

ions are usually considered local government.

ons coincide with those identified in 46 U.S.C.§70107(a).

f you're not familiar with your COTP zone, please contact the United States Coast Guard (USCG) for additi

. The project title is named at your discretion, however, should be consistent with the project description ding is requested (i.e. Fencing, gates, lights and cameras at terminal A).

3 years? Yes or no based on the current year (i.e. for FY2022 PSGP, if the project was funded in FY2019 or

ant programs (i.e. FEMA Urban Area Security Initiative (UASI))

etermine if a project is eligible, expanding, upgrading/enhancing or repairing/replacing an existing capabili "Planning; Organization; Equipment; Training; and Exercise." Most PSGP funded projects (~70%) focus on details on maintenance and sustainment. Note that replacement of old equipment with new equipment, o NOFO and PGM for details. Select "Yes" or "No" from the dropdown list.

lect applicable option from the dropdown list.

re cannot exceed 75% of the total project cost with exceptions as noted above. See the PSGP NOFO for ac details). Include the cost share at the rate assuming that the project is not exempt, even if you believe th the sum of the Federal Share and Cost Share.

J.S.C. 70107, projects funded under PSGP are identified in the AMSP. Contact USCG for details. Note: The , 107, projects funded under PSGP are identified in the AMSP. Contact USCG for details. Note: The FSP is ap t Security Services to Maritime Transportation Security Act of 2002 regulated facilities and/or security zon **527** rvice? Contact your COTP for additional details. This information is typically discussed during AMSC meet

PDF documents. Failing to provide required information may result in a denied request. (You should use N/A to answer questions directed toward public agencies).
Requested. A project may contain multiple elements, however, should be themed to meet a specific capability for review.

Name of your organization within NDGrants. This should also be the name of the eligible applicant receiving the funding.

Additional information. Note that funds will only be awarded to close USCG COTP identified vulnerabilities per 46 U.S.C. § 70107 (i.e. Terminal A Perimeter Security).

If more recently, select "Yes").

Equipment or a redundant capability.
Equipment purchases such as vessels, fences, and cameras. Please see the PSGP section of the Preparedness Plan. Annual on-going training is considered Maintenance/Sustainment of the capability.

Additional information. As noted under "Cost Share", FEMA will adjust the Federal share prior to making the project to be exempt from cost share, or eligible for a reduced rate of cost share (i.e. 25% vs. 50%). Cost share is required for all projects.

AMSP is applicable to most applicants under PSGP.
Not applicable to most MTSA regulated facility projects funded under PSGP.
Enforcement as identified in 46 U.S.C. §70107. Note that responding agencies are typically first responders. **528**

y/activity (i.e., Maritime Security Patrols = purchase a vessel and associated equipment).

award.

46 U.S.C. §70107(b). See Notice of Funding Opportunity (NOFO) for further details.

ness Grants Manual (PGM) for further descriptions of the types of projects noted here.

e award if the cost share is deemed exempt during the application review. For example, a private entity fu
: share exemption will be determined during the application review. Federal share and cost share will be a

e agencies located within the port area in which the project is being implemented.

unding a \$100,000 project (total cost) is required to demonstrate a 50/50 cost share rate (i.e. \$50,000 Fed
djusted by FEMA prior to award if an exemption is approved. Items and services paid via cost share must |

l share; \$50,000 Cost share). If the project funded under FY2022 PSGP is deemed to provide a portwide benefit, it must meet the same eligibility/allowability requirements as the Federal share.

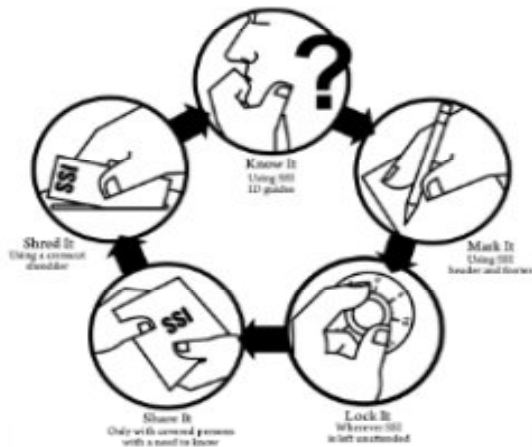
enefit eligible for a reduced cost share rate, FEMA will adjust the rates prior to making the award (i.e. \$75

,000 Fed share; \$25,000 Cost share).

DEPARTMENT OF HOMELAND SECURITY

SENSITIVE SECURITY INFORMATION

Cover Sheet



For more information on handling SSI, contact SSI@dhc.gov.

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

DHS Form 11054 (8/10)

Reference: 49 CFR § 1520.13, Marking SSI

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION		Sensitive Security Information OMB Control Number 1660-011 Expiration: 11/30/2021	
Warning: Please follow the Notice of Funding Opportunity Guidance and Preparedness Grants Manual while completing this form.			
PART I - INVESTMENT HEADING			
1) ORGANIZATION NAME (Legal Name Listed On The SF-424):		2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED:	
Pensacola, City of		Florida	
3) TYPE OF ORGANIZATION:	4) CLASSIFICATION OF ORGANIZATION:	5) CAPTAIN OF THE PORT ZONE:	
Public	Port Authority	Mobile	
PART II - BASIC PROJECT INFORMATION			
6) PROJECT TITLE: Enhancing Cybersecurity			
7) PROJECT DESCRIPTION (SERVICE(S)/EQUIPMENT SUMMARY): Comprehensive cybersecurity operations software (SIEM), Security Operations Center for 24x7 cyber detection and response, Virtual Desktop & PAM (Privileged Access Management) System. This software and equipment is NOT a city wide project, it will only benefit the three departments listed in the AMSP: Port of Pensacola, Pensacola Police Department & Pensacola Fire Department.			
8) HAS THIS PROJECT BEEN FUNDED BY PS GP OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS? No			
9) IF SO, WHEN WAS THE LAST TIME IT WAS FUNDED?	N/A	10) WHICH PROGRAM FUNDED THIS CAPABILITY?	N/A
11) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN:			
12) PROJECT CATEGORY: Equipment			
13) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT: New Capability			
14) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107? No			
15) IF YES, IDENTIFY COST SHARE EXEMPTION: N/A			
16) FEDERAL SHARE:	\$416,250	17) COST SHARE:	\$138,750
18) TOTAL PROJECT COST:		\$555,000	
PART III - ELIGIBILITY INFORMATION			
PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107			
19) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?		FACILITY SECURITY PLAN:	
AREA MARITIME SECURITY PLAN:		Yes	
20) STATE AND LOCAL AGENCIES -- IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES? Yes			
21) IF YES, HOW MANY MTSA REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES? 1			
PART IV - ORGANIZATIONAL INFORMATION			
22) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE?		23) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM?	
Yes		Yes	
24) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION?		25) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION?	
Yes		Yes	
26) IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE:			
N/A			
27) IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED? Yes			
28) STATE AND LOCAL AGENCIES -- IS YOUR AGENCY THE PRIMARY RESPONDER TO MTSA REGULATED FACILITIES? Yes			
PART V - POINT(S) OF CONTACT FOR ORGANIZATION			
29) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT		30) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT	
NAME: Grover C. Robinson, IV		NAME: Thomas Coggin, Facility Security Officer	
ORGANIZATION: Pensacola, City of		ORGANIZATION: Pensacola, City of (Department: Port of Pensacola)	
ADDRESS: 180 Government Center, Pensacola, FL 32521		ADDRESS: 700 S. Barracks St., Pensacola, FL 32502	
PHONE: (850) 435-1627		PHONE: (850) 436-5070	
EMAIL: Grobinson@cityofpensacola.com		EMAIL: tcoggin@cityofpensacola.com	
PART VI - PHYSICAL LOCATION OF PROJECT			
31) PHYSICAL ADDRESS OF THE PROJECT LOCATION:		32) BRIEF DESCRIPTION OF THE PROJECT LOCATION:	
Street: 700 S Barracks St.		PORT OF PENSACOLA	
Address: Pensacola			
City: Pensacola			
State: FL Zip: 32502			
LATITUDE & LONGITUDE: 30.4059N 087.2106W			
STATE AND LOCAL AGENCIES ONLY -- ROLE IN PROVIDING LAYERED PROTECTION OF MTSA REGULATED ENTITIES			
33) DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION, AND IDENTIFY THE FACILITIES TO WHICH YOUR AGENCY IS REQUIRED TO PROVIDE SECURITY SERVICES.			
<p>Technology Resources Department handles all cybersecurity and IT issues for the Port of Pensacola, Pensacola Police Department and Pensacola Fire Department. They are an integral part of our FSP section that deals with cybersecurity. This software and equipment is NOT a city wide project, it will only benefit the three departments listed in the AMSP. This software and equipment will prevent ransomware attacks on the Port of Pensacola's network. Previous attacks have shut down the network causing operational and security issues.</p> <p>The Port of Pensacola is identified in the Area Maritime Security Plan (AMSP) as a region-wide provider of layered security. The Port also has an approved Port Wide Risk Management Plan (PWRMP) from 2008 that is considered a living document and updated routinely. The Port of Pensacola's transportation system infrastructure consists of our ports, channels, rail and facilities as they interface with vessels in the nation's maritime domain and the GIWW.</p> <p>The Pensacola Police and Fire Departments provide layered protection for the Port of Pensacola by providing an integrated FSP that specifies day-to-day security procedures administered by contract security officers who have Homeland Security training.</p>			
PART VII MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS			
34) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO MTSA REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRES YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES.			
Private stakeholders within the Port include: General Electric Wind Energy, Cemex Cement, Martin Marietta Aggregate, Pate Stevedore and Offshore Inland Marine & Oilfield Support. These stakeholders fall under the ports Facility Security Plan (FSP), regulated by the COTP Mobile, Alabama.			
The Port is a local government entity which is administered as an Enterprise Department of the City of Pensacola, with governance through a strong mayor and nine city			

council members. The ports entire landside area is a TWIC restricted area. Security is administered by security guards supervised by the Port Facility Security Officer (FSO), a City of Pensacola employee. City of Pensacola Police and Fire Departments are the primary first responders to all these facilities which are with city limits. Mutual Aid/Memorandum of Understandings and Memorandum of Agreements (MOU/MOA) exists with Escambia County agencies to assist and supplement Escambia County emergencies services in major incidents.

This IJ will include a MOU/MOA with the Technology Resource Department and the Port of Pensacola. Both are departments of the City of Pensacola. Technology Resources Department handles all Cybersecurity and IT issues for the Port of Pensacola, Pensacola Fire Department and Pensacola Police Department. Technology Resources Department needs this software and equipment to prevent another cybersecurity attack like the ransomware attack that happened on December 7, 2019. That attack shut down the Port of Pensacola, Pensacola Police Department and Pensacola Fire Department's network for over a month. THIS IS NOT A CITY WIDE PROJECT. THIS WILL ONLY BENEFIT THE PORT OF PENSACOLA, PPD AND PFD. ALL THREE DEPARTMENTS LISTED IN THE AMSP.

PART VIII - ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES

35) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION, SUCH AS LACKING OR INADEQUATE CAPABILITIES OR ASSETS WITHIN THE PORT AREA TO MITIGATE MARITIME SECURITY VULNERABILITIES BEING ADDRESSED BY THIS PROJECT.

This software and equipment will prevent ransomware attacks on the Port of Pensacola, Pensacola Police Department and Pensacola Fire Department's network. Previous attacks have shut down the network causing operational and security issues. Technology Resource Department would like to add: Comprehensive cybersecurity operations software (SIEM), Security Operations Center for 24x7 cyber detection and response, Virtual Desktop & PAM (Privileged Access Management) System. This software and equipment is NOT a city wide project, it will only benefit the three departments listed in the AMSP. Port of Pensacola, Pensacola Police Department & Pensacola Fire Department. This software will improve cybersecurity capabilities of critical infrastructure within the Port Area to mitigate maritime security vulnerabilities. This software can prevent cyber attacks, like the one the Port of Pensacola suffered on December 7, 2019. The Port of Pensacola lost it's network and every computers had to be reset. Security equipmet was also offline until repairs were made. The Port of Pensacola didn't get fully back online until weeks after the attack.

PART IX - INVESTMENT JUSTIFICATION ABSTRACT

36) WHAT ASSET(S) OR SERVICE(S) WOULD THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, service contracts, fencing etc.)? * For training requests, a course number and title are required.

Comprehensive cybersecurity operations software (SIEM), Security Operations Center for 24x7 cyber detection and response, Virtual Desktop & PAM (Privileged Access

37) IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST: None

38) SPECIFY VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S) THAT THIS PROJECT CLOSES/MITIGATES.

Improve Cybersecurity of critical infrastructure.

39) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.

THE FOLLOWING MUST BE INCLUDED:

- DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES
- EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA
- IF SIMILAR CAPABILITIES ALREADY EXIST, EXPLAIN WHY ADDITIONAL ASSETS/SERVICES ARE NEEDED.

The Port of Pensacola and emergency services are directly or indirectly affected and dependent upon each other. Therefore, the Port of Pensacola area request funding to invest in advanced threat protection solutions to include:

SIEM (Security information and event management) Software - Allows us to better correlate computer system security event together to allow for a better faster response to computer security events.

PAM (Privileged Account Management) Software - Allows to better monitor system accounts to ensure they do not have more access then is needed for our systems for their job.

Security Operations Center for 24x7 cyber detection and response - providing 24/7 security monitoring in lieu of multiple Information Security Officers to monitor systems around-the-clock.

Virtual Desktop - would provide better continuity of business during weather events and disasters for both Public Safety and Port operations in accordance with the Continuity of Operations Plans (COOP).

No similar assets exists at the Port of Pensacola, Pensacola Police Department or Pensacola Fire Department and if they do they need to be upgraded for security reasons.

PART X - NATIONAL PRIORITIES

40) IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are identified in the NOFO): Program Priority 1

41) DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.

Enhancing Cybersecurity

The approved Port Wide Risk Management Plan (PWRMP) established a forward thinking risk management approach to the port community which identifies a desired future/end state for port area risk reduction measures. It identifies port area gaps in planning, community resilience, operational coordination, and physical protective measures; many of these projects have been accomplished. The Port area's Cybersecurity Incident Response Team also has a Cyber Incident Response Plan and uses a 3rd party company that conducts monthly testing of various endpoints and network devices. The port area consider these living documents and must be reviewed and revised routinely to reduce identified risks; below is a list of the most recent identified.

Cybersecurity - Advanced Threat Protection:

Enhancing Cybersecurity by using the cyber ecosystem approach that protects valuable information with an overall strategy focused on Data Loss Protection (DLP). It uses integrated methodology to incident detection and response by developing cyber resiliency that has the ability to resist, react and recover from potentially catastrophic cybersecurity threats or other malicious threats and reshaping the environment for increasingly secure, sustainable cyber operations. This is based upon three (3) core principles established by DHS:

- Automation - Enabling rapid incident detection and response.
- Interoperability - Enabling distributed threat detection across devices and agents.
- Authentication - Enabling trusted communication for automated collaboration in a secure manner.

PART XI - IMPLEMENTATION PLAN

42) PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)
- ESTIMATED PERCENTAGE FOR EACH MILESTONE BASED ON COMPLEXITY AND SIGNIFICANCE (MILESTONES MUST COLLECTIVELY EQUAL 100%)

Milestones	Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Percentage of Project
1. Design and Development specifications to request for bids	10/2022	06/2023	25%
2. Procurement	06/2023	03/2024	25%
3. Complete Installation	03/2024	12/2024	25%
4. Complete all test on system	12/2024	08/2025	25%
5. Project end date		08/2025	
6.			
7.			
8.			
9.			
10.			
Total Percentage of Project			100%

[Click To Proceed to Budget 1](#)

PSGP Budget Detail Worksheet

A. Personnel. List each position by title and name of employee, if available. Show the annual amount devoted to the project. Compensation paid for employees engaged in grant activities must be reported to the applicant organization.

Name/Position	Description of Project Work Activities

Name/Position for Management and Administration	Description of Management and Administration Activities

B. Fringe Benefits. Fringe benefits should be based on actual known costs or an established rate listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Description of Fringe Benefits

Name/Position for Management and Administration	Description of Fringe Benefits

C. Travel. Itemize travel expenses of project personnel by purpose (e.g., staff to training, field work, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X meals for trainees should be listed separately. Show the number of trainees and unit costs if applicable. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location
Purpose of Travel for Management and Administration	Location

D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is defined as equipment that has a useful life of more than one year. (Note: Organization’s own capitalization policy and threshold amount for equipment purchase.)

Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be listed in the “Other” category. Applicants should analyze the cost benefits of purchasing equipment and those subject to rapid technical advances. Rented or leased equipment costs should be included. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the equipment. For Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle. For other equipment, list the specific equipment that will be installed on the vessel or vehicle. Attach a narrative describing the equipment.

Equipment (Type and AEL#)	Description and Purpose of Equipment
AEL #05NP-00-IDPS - Virtual Desktop Software	Budget Narrative: After running the cost analyze, it would be cheaper and provide a greater use to buy the equipment instead of rent/lease the equipment. Allows us to protect user accounts with requiring more than just a password to login allowing systems and email to be more secure. Cost Share: Cash (25% of project cost) - will come out of City of Pensacola’s Budget.
AEL #05NP-00-SIEM - SIEM (Security information and event management) Software	Budget Narrative: After running the cost analyze, it would be cheaper and provide a greater use to buy the equipment instead of rent/lease the equipment. Allows us to better correlate computer system security event together to allow for a better faster response to computer security events. Cost Share: Cash (25% of project cost) - will come out of City of Pensacola’s Budget.

AEL #05NP-00-IDPS - PAM (Privileged Account Management) Software	After running the cost analyze, it would be cheaper and provide a greater use to buy the equipment instead of rent/lease the equipment. Allows to better monitor system accounts to ensure they do not have more access then is needed for our systems for their job. Cost Share: Cash (25% of project cost) - will come out of City of Pensacola's Budget.
AEL #05NP-00-IDPS - SOC (Security Operations Center)	After running the cost analyze, it would be cheaper and provide a greater use to buy the equipment instead of rent/lease the equipment. Next Gen firewalls to help us better protect the network against malicious attacks. Cost Share: Cash (25% of project cost) - will come out of City of Pensacola's Budget.
Equipment for Management and Administration (Type and AEL#)	Description and Purpose for Equipment

E. Supplies. List items by type (office supplies, postage, training materials, copying paper, a held tape recorders) and show the basis for computation. (Note: Organization's own capital classification of supplies may be used). Generally, supplies include any materials that are ex project.

Supplies	Description and Purpose of Supplies
Supplies for Management and Administration	Description and Purpose for Supplies

F. Consultants/Contracts. Indicate whether applicant's procurement policy follows standard

Consultant Fees: For each consultant enter the name, if known, service to be provided, reason for selection, and estimated time on the project to include M&A.

Name of Consultant	Description of Services Provided
Name of Consultant for Management and Administration	Description of Services for Management and Administration

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant (e.g., travel, lodging, etc.)

Item	Location and/or Purpose
Item for Management and Administration	Location and/or Purpose

Contracts: Provide a description of the product or services to be procured by contract and a description of the process to be used to promote free and open competition in awarding contracts. Any sole source contracts must be justified in writing and comply with applicable state and local laws and regulations, as well as applicable Federal regulations at 28 CFR 101.116.

Item	Description of Services Provided

Item for Management and Administration	Description of Services for Management and Administration

G. Other Costs. List items (e.g., reproduction, janitorial or security services, and investigation) on the basis of the computation. For example, provide the square footage and the cost per square foot and how many months to rent.

Item	Description and Purpose
Item for Management and Administration	Description and Purpose

H. Indirect Costs. Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With the exception of those received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must negotiate with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved negotiated indirect cost plan (or other documentation negotiated with the applicant's cognizant Federal agency) must be attached.

Cognizant Federal Agency	Description and Purpose
Cognizant Federal Agency for Management and Administration	Description and Purpose
Budget Category	Federal Amount
A. Personnel	
B. Personnel	
C. Travel	
D. Equipment	\$416,250
E. Supplies	
F. Consultants/Contracts	
G. Other	

H. Indirect Costs	
Total	\$416,250

Click to Proceed to IJ 2.	Only 1 Project? Click to proceed to the Review Tab
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Sensitive Security Information

ual salary rate and the percentage of time to be
be consistent with that paid for similar work within

Computation	Cost

Computation	Cost
Total Personnel	

d formula. Fringe benefits are for the personnel

Computation	Cost

Computation	Cost
Total Fringe Benefits	

eld interviews, advisory group meeting, etc.).
 g, \$X subsistence). In training projects, travel and
 nvolved. Identify the location of travel, if known.

Computation	Cost
Computation	Cost
Total Travel	

oment is tangible property having a useful life of
 for classification of equipment may be used).

ms should be included either in the "Supplies"
 ng versus leasing equipment, especially high cost
 uld be listed in the "Contractual" category. Explain
 g the procurement method to be used. For CBRNE
 vehicle, including equipment already owned by the

Computation (Quantity x per unit cost)	Cost
1 Software/Equipment Package X \$300,000	\$300,000
1 Software/Equipment Package X \$90,000	\$90,000

1 Software/Equipment Package X \$23,000	\$23,000
1 Software/Equipment Package X \$142,000	\$142,000
Computation (Quantity x per unit cost)	Cost
Total Equipment	\$555,000
and other expendable items such as books, hand lization policy and threshold amount for pendable or consumed during the course of the	
Computation (Quantity x per unit cost)	Cost
Computation (Quantity x per unit cost)	Cost

Computation	Cost
Subtotal – Contracts	
Total Consultants/Contracts	

ve or confidential funds) by major type and the
foot for rent, and provide a monthly rental cost

Computation	Cost

Computation	Cost
Other Costs	

the exception of recipients who have never
t have an approved indirect cost rate agreement
proved rate (a fully executed, agreement

Computation	Cost

Computation	Cost
Non-Federal Amount	Total

\$138,750 Cash (Hard)	\$555,000

\$138,750 Cash (Hard)	\$555,000

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION		Sensitive Security Information OMB Control Number 1660-011 Expiration: 11/30/2021	
Warning: Please follow the Notice of Funding Opportunity Guidance and Preparedness Grants Manual while completing this form.			
PART I - INVESTMENT HEADING			
1) ORGANIZATION NAME (Legal Name Listed On The SF-424):		2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED:	
Pensacola, City of		Florida	
3) TYPE OF ORGANIZATION:	4) CLASSIFICATION OF ORGANIZATION:	5) CAPTAIN OF THE PORT ZONE:	
Public	Port Authority	Mobile	
PART II - BASIC PROJECT INFORMATION			
6) PROJECT TITLE: Equipment and Capital Project - Life safety operations (Fire Suppression System for warehouses)			
7) PROJECT DESCRIPTION (SERVICE(S)/EQUIPMENT SUMMARY): Adding fire suppression systems in warehouse 1, 5, and 8			
8) HAS THIS PROJECT BEEN FUNDED BY PS GP OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS? No			
9) IF SO, WHEN WAS THE LAST TIME IT WAS FUNDED?	N/A	10) WHICH PROGRAM FUNDED THIS CAPABILITY?	N/A
11) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN: N/A			
12) PROJECT CATEGORY:	Equipment	13) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT:	New Capability
14) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107? No			
15) IF YES, IDENTIFY COST SHARE EXEMPTION N/A			
16) FEDERAL SHARE:	\$337,500	17) COST SHARE:	\$112,500
		18) TOTAL PROJECT COST:	\$450,000
PART III - ELIGIBILITY INFORMATION			
PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107			
19) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?	AREA MARITIME SECURITY PLAN:	Yes	FACILITY SECURITY PLAN: Yes
20) STATE AND LOCAL AGENCIES -- IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES? Yes			
21) IF YES, HOW MANY MTSA REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES? 1			
PART IV - ORGANIZATIONAL INFORMATION			
22) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE?	Yes	23) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM?	Yes
24) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION?	Yes	25) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION?	Yes
26) IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE: N/A			
27) IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED? Yes			
28) STATE AND LOCAL AGENCIES -- IS YOUR AGENCY THE PRIMARY RESPONDER TO MTSA REGULATED FACILITIES? Yes			
PART V - POINT(S) OF CONTACT FOR ORGANIZATION			
29) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT		30) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT	
NAME: Grover C. Robinson, IV	ORGANIZATION: Pensacola, City of	NAME: Thomas Coggin, Facility Security Officer	ORGANIZATION: Pensacola, City of (Department: Port of Pensacola)
ADDRESS: 180 Government Center, Pensacola, FL 32521	PHONE: (850) 435-1627	ADDRESS: 700 S. Barracks St., Pensacola, FL 32502	PHONE: (850) 436-5070
EMAIL: Grobinson@cityofpensacola.com		EMAIL: tcoggin@cityofpensacola.com	
PART VI - PHYSICAL LOCATION OF PROJECT			
31) PHYSICAL ADDRESS OF THE PROJECT LOCATION:		32) BRIEF DESCRIPTION OF THE PROJECT LOCATION:	
Street: 700 S Barracks St.	City: Pensacola	PORT OF PENSACOLA	
State: FL	Zip: 32502		
LATITUDE & LONGITUDE: 30.4059N 087.2106W			
STATE AND LOCAL AGENCIES ONLY -- ROLE IN PROVIDING LAYERED PROTECTION OF MTSA REGULATED ENTITIES			
33) DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION, AND IDENTIFY THE FACILITIES TO WHICH YOUR AGENCY IS REQUIRED TO PROVIDE SECURITY SERVICES.			
<p>The Port of Pensacola is one of Florida's natural deep water ports located in Pensacola Bay within the Gulf of Mexico in northwest Florida extending west from Florida to Alabama and accessed through the Gulf Intercoastal Waterway (GIWW). The port is eleven miles from the first marine open sea buoy. The Pensacola Naval Air Station is located along the northwest edge of the turning basin within the ship channel approximately seven nautical miles away, and all vessels entering or exiting the port must pass the naval base. The Port is located at 700 South Barracks St, in Pensacola Florida; in Escambia County and is a regulated facility under COTP zone Mobile, Alabama.</p> <p>The Port of Pensacola is a 24/7 facility operating day and night. The Port of Pensacola needs to add fire suppression systems in warehouse 1, 5 and 8.</p>			
PART VII MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS			
34) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO MTSA REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRES YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES.			
Private stakeholders within the Port include: General Electric Wind Energy, Cemex Cement, Martin Aggregate, U.S. Maritime Security Services, LLC, and Pate Stevedore and Offshore Inland & Oil field support. These stakeholders fall under the ports Facility Security Plan (FSP), regulated by the COTP Mobile Alabama. The Port is a local government entity which administered as an Enterprise Department of the City of Pensacola, with governance through a strong mayor and seven city council members.			

The ports entire landside area is a TWIC restricted area. Security is administered by security guards supervised by the Port Facility Security Officer (FSO), a City of Pensacola employee. City of Pensacola Police and Fire Departments are the primary first responders to all these facilities which are within the city limits. Mutual Aid/memorandum of understanding and Memorandum of Agreements (MOU/MOA) exists with Escambia County agencies to assist and supplement Escambia County emergencies services in major incidents. These agreements will be included in the port area application.

PART VIII - ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES

35) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION, SUCH AS LACKING OR INADEQUATE CAPABILITIES OR ASSETS WITHIN THE PORT AREA TO MITIGATE MARITIME SECURITY VULNERABILITIES BEING ADDRESSED BY THIS PROJECT.

The Port of Pensacola is a 24/7 facility operating day and night. The Port of Pensacola needs to add fire suppression systems in warehouse 1, 5 and 8. This will prevent vulnerabilites with dangerous cargo being stored at this facility.

PART IX - INVESTMENT JUSTIFICATION ABSTRACT

36) WHAT ASSET(S) OR SERVICE(S) WOULD THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, service contracts, fencing etc.)? * For training requests, a course number and title are required.

Fire suppression systems

37) IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST: There are fire suppression systems in warehouse 5 and 8 but it needs upgrading. There are no systems in warehouse 1.

38) SPECIFY VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S) THAT THIS PROJECT CLOSES/MITIGATES.

The Port of Pensacola is a 24/7 facility operating day and night. The Port of Pensacola needs to add fire suppression systems in warehouse 1, 5 and 8. This will prevent vulnerabilites with dangerous cargo being stored at this facility.

39) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.

THE FOLLOWING MUST BE INCLUDED:

- DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES
- EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA
- IF SIMILAR CAPABILITIES ALREADY EXIST, EXPLAIN WHY ADDITIONAL ASSETS/SERVICES ARE NEEDED.

Equipment and capital projects.

Having all warehouses with fully function fire suppression systems will prevent the vulnerabilites with dangerous cargo. If there was an attack, the port would be able to reduce damage and recover quicker adding to the port's resiliency. Fire suppression system do exist in warehouse 5, 8 but they need upgrades and no system exist in warehouse 1.

PART X - NATIONAL PRIORITIES

40) IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are identified in the NOFO):

Program Priority 6

41) DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.

Equipment and Capital Projects - Implement physical security enhancement

The approved Port Wide Risk Management Plan (PWRMP) established a forward thinking risk management approach to the port community which identifies a desired future/end state for port area risk reduction measures. It identifies port area gaps in planning, community resilience, operational coordination, and physical protective measures; many of these projects have been accomplished. The port area considers this a living document which must be reviewed and revised routinely to reduce identified risks; below is a list of the most recently identified deficiencies in preparation.

The Port of Pensacola is a 24/7 facility operating day and night. The Port of Pensacola needs to add fire suppression systems in warehouse 1, 5 and 8. This will prevent vulnerabilites with dangerous cargo being stored at this facility.

PART XI - IMPLEMENTATION PLAN

42) PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)
- ESTIMATED PERCENTAGE FOR EACH MILESTONE BASED ON COMPLEXITY AND SIGNIFICANCE (MILESTONES MUST COLLECTIVELY EQUAL 100%)

Milestones	Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Percentage of Project
1. Design and Development specifications to request for bids	10/2022	06/2023	30%
2. Procurement	06/2023	03/2024	30%
3. Light Installation complete	03/2024	12/2024	40%
4. Project end date		08/2025	
5.			
6.			
7.			
8.			
9.			
10.			
Total Percentage of Project			

[Click To Proceed to Budget 2](#)

PSGP Budget Detail Worksheet

A. Personnel. List each position by title and name of employee, if available. Show the annual amount devoted to the project. Compensation paid for employees engaged in grant activities must be reported to the applicant organization.

Name/Position	Description of Project Work Activities

Name/Position for Management and Administration	Description of Management and Administration Activities

B. Fringe Benefits. Fringe benefits should be based on actual known costs or an established rate listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Description of Fringe Benefits

Name/Position for Management and Administration	Description of Fringe Benefits

C. Travel. Itemize travel expenses of project personnel by purpose (e.g., staff to training, field visits). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X meals for trainees should be listed separately. Show the number of trainees and unit costs if applicable. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location
Purpose of Travel for Management and Administration	Location

D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is defined as equipment with a useful life of more than one year. (Note: Organization’s own capitalization policy and threshold amount for equipment purchase.)

Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be listed in the “Other” category. Applicants should analyze the cost benefits of purchasing equipment and those subject to rapid technical advances. Rented or leased equipment costs should be included in the budget. Attach a narrative describing how the equipment is necessary for the success of the project. Attach a narrative describing Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle. Attach a narrative describing other equipment requested by the applicant.

Equipment (Type and AEL#)	Description and Purpose of Equipment
03SF-01-FODS - Fire Suppression Systems	Budget Narrative: Fire Suppression Systems - After running the cost analyze, it would be cheaper and provide a greater use to buy the equipment instead of rent/lease the equipment. The fire suppression system would be an equipment and capital project improvement. This will prevent vulnerabilities with dangerous cargo being stored at this facility. . Cost Share: Cash (25% of project cost) - will come out of City of Pensacola’s Budget.

Equipment for Management and Administration (Type and AEL#)	Description and Purpose for Equipment

E. Supplies. List items by type (office supplies, postage, training materials, copying paper, a held tape recorders) and show the basis for computation. (Note: Organization’s own capital classification of supplies may be used). Generally, supplies include any materials that are ex project.

Supplies	Description and Purpose of Supplies
Supplies for Management and Administration	Description and Purpose for Supplies

F. Consultants/Contracts. Indicate whether applicant’s procurement policy follows standar
Consultant Fees: For each consultant enter the name, if known, service to be provided, reas
time on the project to include M&A.

Name of Consultant	Description of Services Provided
Name of Consultant for Management and Administration	Description of Services for Management and Administration

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant (lodging, etc.)

Item	Location and/or Purpose

H. Indirect Costs. Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must negotiate with their cognizant Federal agency to charge indirect costs to this award. A copy of the agreement negotiated with the applicant's cognizant Federal agency) must be attached.

Cognizant Federal Agency	Description and Purpose
Cognizant Federal Agency for Management and Administration	Description and Purpose
Budget Category	Federal Amount
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Equipment	\$337,500
E. Supplies	
F. Consultants/Contracts	
G. Other	
H. Indirect Costs	
Total	\$337,500

Click to Proceed to IJ 3	Only 2 Projects? Click to proceed to the Review Tab
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Sensitive Security Information

ual salary rate and the percentage of time to be
be consistent with that paid for similar work within

Computation	Cost

Computation	Cost
Total Personnel	

d formula. Fringe benefits are for the personnel

Computation	Cost

Computation	Cost
Total Fringe Benefits	

eld interviews, advisory group meeting, etc.).
 g, \$X subsistence). In training projects, travel and
 nvolved. Identify the location of travel, if known.

Computation	Cost
Computation	Cost
Total Travel	

oment is tangible property having a useful life of
 for classification of equipment may be used).

ms should be included either in the "Supplies"
 ng versus leasing equipment, especially high cost
 uld be listed in the "Contractual" category. Explain
 g the procurement method to be used. For CBRNE
 vehicle, including equipment already owned by the

Computation (Quantity x per unit cost)	Cost
3 Systems - \$150,000	\$450,000

Computation (Quantity x per unit cost)	Cost
Total Equipment	\$450,000

and other expendable items such as books, hand
 lization policy and threshold amount for
 expendable or consumed during the course of the

Computation (Quantity x per unit cost)	Cost
Computation (Quantity x per unit cost)	Cost
Total Supplies	

ds found in 2 C.F.R. § 200.318(a).

onable daily or hourly (8-hour day), and estimated

Computation	Cost
Computation	Cost
Subtotal – Consultant Fees	

: in addition to their fees (i.e., travel, meals,

Computation	Cost

Other Costs	
the exception of recipients who have never t have an approved indirect cost rate agreement proved rate (a fully executed, agreement	
Computation	Cost
Computation	Cost
Non-Federal Amount	Total
\$112,500 Cash (Hard)	\$450,000
\$112,500 Cash (Hard)	\$450,000

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION		Sensitive Security Information OMB Control Number 1660-011 Expiration: 11/30/2021	
Warning: Please follow the Notice of Funding Opportunity Guidance and Preparedness Grants Manual while completing this form.			
PART I - INVESTMENT HEADING			
1) ORGANIZATION NAME (Legal Name Listed On The SF-424):		2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED:	
3) TYPE OF ORGANIZATION:		4) CLASSIFICATION OF ORGANIZATION:	
		5) CAPTAIN OF THE PORT ZONE:	
PART II - BASIC PROJECT INFORMATION			
6) PROJECT TITLE:		Equipment and Capital Project	
7) PROJECT DESCRIPTION (SERVICE(S)/EQUIPMENT SUMMARY):			
8) HAS THIS PROJECT BEEN FUNDED BY PS GP OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS?			
9) IF SO, WHEN WAS THE LAST TIME IT WAS FUNDED?		10) WHICH PROGRAM FUNDED THIS CAPABILITY?	
11) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN:			
12) PROJECT CATEGORY:		13) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT:	
14) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107?			
15) IF YES, IDENTIFY COST SHARE EXEMPTION			
16) FEDERAL SHARE:		17) COST SHARE:	
		18) TOTAL PROJECT COST:	
PART III - ELIGIBILITY INFORMATION			
PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107			
19) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?		20) STATE AND LOCAL AGENCIES -- IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES?	
AREA MARITIME SECURITY PLAN:		FACILITY SECURITY PLAN:	
21) IF YES, HOW MANY MTSA REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES?			
PART IV - ORGANIZATIONAL INFORMATION			
22) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE?		23) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM?	
24) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION?		25) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION?	
26) IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE:			
27) IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED?			
28) STATE AND LOCAL AGENCIES -- IS YOUR AGENCY THE PRIMARY RESPONDER TO MTSA REGULATED FACILITIES?			
PART V - POINT(S) OF CONTACT FOR ORGANIZATION			
29) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT		30) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT	
NAME:		NAME:	
ORGANIZATION:		ORGANIZATION:	
ADDRESS:		ADDRESS:	
PHONE:		PHONE:	
EMAIL:		EMAIL:	
PART VI - PHYSICAL LOCATION OF PROJECT			
31) PHYSICAL ADDRESS OF THE PROJECT LOCATION:		32) BRIEF DESCRIPTION OF THE PROJECT LOCATION:	
Street:			
Address:			
City:			
State:			
Zip:			
LATITUDE & LONGITUDE:			
STATE AND LOCAL AGENCIES ONLY -- ROLE IN PROVIDING LAYERED PROTECTION OF MTSA REGULATED ENTITIES			
33) DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION, AND IDENTIFY THE FACILITIES TO WHICH YOUR AGENCY IS REQUIRED TO PROVIDE SECURITY SERVICES.			
PART VII MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS			
34) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO MTSA REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRES YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES.			

PART VIII - ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES	
35) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION, SUCH AS LACKING OR INADEQUATE CAPABILITIES OR ASSETS WITHIN THE PORT AREA TO MITIGATE MARITIME SECURITY VULNERABILITIES BEING ADDRESSED BY THIS PROJECT.	
PART IX - INVESTMENT JUSTIFICATION ABSTRACT	
36) WHAT ASSET(S) OR SERVICE(S) WOULD THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, service contracts, fencing etc.)? * For training requests, a course number and title are required.	
37) IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST:	
38) SPECIFY VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S) THAT THIS PROJECT CLOSES/MITIGATES.	
39) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.	
<p>THE FOLLOWING MUST BE INCLUDED:</p> <ul style="list-style-type: none"> • DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES • EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA • IF SIMILAR CAPABILITIES ALREADY EXIST, EXPLAIN WHY ADDITIONAL ASSETS/SERVICES ARE NEEDED. 	
PART X - NATIONAL PRIORITIES	
40) IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are identified in the NOFO):	
41) DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.	
PART XI - IMPLEMENTATION PLAN	

42) PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)
- ESTIMATED PERCENTAGE FOR EACH MILESTONE BASED ON COMPLEXITY AND SIGNIFICANCE (MILESTONES MUST COLLECTIVELY EQUAL 100%)

	Milestones	Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Percentage of Project
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
			Total Percentage of Project	

[Click To Proceed to Budget 3](#)

PSGP Budget Detail Worksheet

A. Personnel. List each position by title and name of employee, if available. Show the annual amount devoted to the project. Compensation paid for employees engaged in grant activities must be paid by the applicant organization.

Name/Position	Description of Project Work Activities

Name/Position for Management and Administration	Description of Management and Administration Activities

B. Fringe Benefits. Fringe benefits should be based on actual known costs or an established rate listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Description of Fringe Benefits

Name/Position for Management and Administration	Description of Fringe Benefits

C. Travel. Itemize travel expenses of project personnel by purpose (e.g., staff to training, field work, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X meals for trainees should be listed separately. Show the number of trainees and unit costs if applicable. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location
Purpose of Travel for Management and Administration	Location

D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is defined as equipment with a useful life of more than one year. (Note: Organization’s own capitalization policy and threshold amount for equipment purchase apply.)

Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be listed in the “Other” category. Applicants should analyze the cost benefits of purchasing items and those subject to rapid technical advances. Rented or leased equipment costs should be included. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the equipment. For Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle. For other equipment, list the specific equipment that will be installed on the vessel or vehicle. Attach a narrative describing the equipment.

Equipment (Type and AEL#)	Description and Purpose of Equipment
Equipment for Management and Administration (Type and AEL#)	Description and Purpose for Equipment

E. Supplies. List items by type (office supplies, postage, training materials, copying paper, a held tape recorders) and show the basis for computation. (Note: Organization’s own capital classification of supplies may be used). Generally, supplies include any materials that are ex project.

Supplies	Description and Purpose of Supplies
Supplies for Management and Administration	Description and Purpose for Supplies

F. Consultants/Contracts. Indicate whether applicant’s procurement policy follows standar

Consultant Fees: For each consultant enter the name, if known, service to be provided, reas time on the project to include M&A.

Name of Consultant	Description of Services Provided
Name of Consultant for Management and Administration	Description of Services for Management and Administration

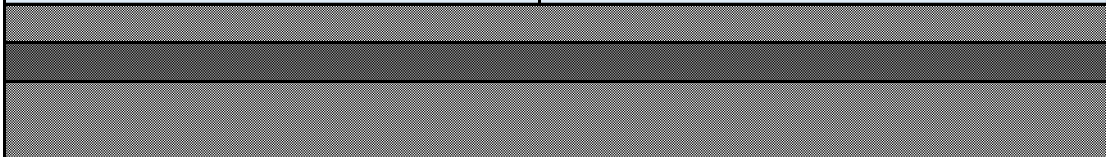
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant (lodging, etc.)

Item	Location and/or Purpose
Item for Management and Administration	Location and/or Purpose



Contracts: Provide a description of the product or services to be procured by contract and a to promote free and open competition in awarding contracts. Any sole source contracts mu applicable state and local laws and regulations, as well as applicable Federal regulations at 2

Item	Description of Services Provided
Item for Management and Administration	Description of Services for Management and Administration



G. Other Costs. List items (e.g., reproduction, janitorial or security services, and investigati basis of the computation. For example, provide the square footage and the cost per square and how many months to rent.

Item	Description and Purpose
Item for Management and Administration	Description and Purpose



H. Indirect Costs. Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients mus with their cognizant Federal agency to charge indirect costs to this award. A copy of the app negotiated with the applicant’s cognizant Federal agency) must be attached.

Cognizant Federal Agency	Description and Purpose
--------------------------	-------------------------

Cognizant Federal Agency for Management and Administration	Description and Purpose
Budget Category	Federal Amount
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Equipment	
E. Supplies	
F. Consultants/Contracts	
G. Other	
H. Indirect Costs	
Total	

Click to Proceed to IJ 4	Only 3 Projects? Click to proceed to the Review Tab
--	---

Sensitive Security Information

ual salary rate and the percentage of time to be
be consistent with that paid for similar work within

Computation	Cost

Computation	Cost
Total Personnel	

d formula. Fringe benefits are for the personnel

Computation	Cost

Computation	Cost
Total Fringe Benefits	

eld interviews, advisory group meeting, etc.).
 g, \$X subsistence). In training projects, travel and
 nvolved. Identify the location of travel, if known.

Computation	Cost
Computation	Cost
Total Travel	

oment is tangible property having a useful life of
 for classification of equipment may be used).

ms should be included either in the "Supplies"
 ng versus leasing equipment, especially high cost
 uld be listed in the "Contractual" category. Explain
 g the procurement method to be used. For CBRNE
 vehicle, including equipment already owned by the

Computation (Quantity x per unit cost)	Cost
Computation (Quantity x per unit cost)	Cost
Total Equipment	

and other expendable items such as books, hand
 lization policy and threshold amount for
 expendable or consumed during the course of the

Computation (Quantity x per unit cost)	Cost
Computation (Quantity x per unit cost)	Cost
Total Supplies	

ds found in 2 C.F.R. § 200.318(a).

onable daily or hourly (8-hour day), and estimated

Computation	Cost
Computation	Cost
Subtotal – Consultant Fees	

: in addition to their fees (i.e., travel, meals,

Computation	Cost
Computation	Cost

Subtotal – Consultant Expenses	
---------------------------------------	--

n estimate of the cost. Applicants are encouraged
 st follow the requirements set forth in in
 CFR Part 200.

Computation	Cost

Computation	Cost

Subtotal – Contracts	
-----------------------------	--

Total Consultants/Contracts	
------------------------------------	--

ve or confidential funds) by major type and the
 foot for rent, and provide a monthly rental cost

Computation	Cost

Computation	Cost

Other Costs	
--------------------	--

the exception of recipients who have never
 t have an approved indirect cost rate agreement
 proved rate (a fully executed, agreement

Computation	Cost
-------------	------

Computation	Cost
Non-Federal Amount	Total

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION		Sensitive Security Information OMB Control Number 1660-011 Expiration: 11/30/2021	
Warning: Please follow the Notice of Funding Opportunity Guidance and Preparedness Grants Manual while completing this form.			
PART I - INVESTMENT HEADING			
1) ORGANIZATION NAME (Legal Name Listed On The SF-424):		2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED:	
3) TYPE OF ORGANIZATION:		4) CLASSIFICATION OF ORGANIZATION:	5) CAPTAIN OF THE PORT ZONE:
PART II - BASIC PROJECT INFORMATION			
6) PROJECT TITLE:		7) PROJECT DESCRIPTION (SERVICE(S)/EQUIPMENT SUMMARY):	
8) HAS THIS PROJECT BEEN FUNDED BY PS GP OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS?			
9) IF SO, WHEN WAS THE LAST TIME IT WAS FUNDED?		10) WHICH PROGRAM FUNDED THIS CAPABILITY?	
11) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN:			
12) PROJECT CATEGORY:		13) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT:	
14) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107?			
15) IF YES, IDENTIFY COST SHARE EXEMPTION			
16) FEDERAL SHARE:		17) COST SHARE:	18) TOTAL PROJECT COST:
PART III - ELIGIBILITY INFORMATION			
PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107			
19) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?		AREA MARITIME SECURITY PLAN:	FACILITY SECURITY PLAN:
20) STATE AND LOCAL AGENCIES -- IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO M TSA REGULATED FACILITIES?			
21) IF YES, HOW MANY M TSA REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES?			
PART IV - ORGANIZATIONAL INFORMATION			
22) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE?		23) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM?	
24) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION?		25) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION?	
26) IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE:			
27) IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED?			
28) STATE AND LOCAL AGENCIES -- IS YOUR AGENCY THE PRIMARY RESPONDER TO M TSA REGULATED FACILITIES?			
PART V - POINT(S) OF CONTACT FOR ORGANIZATION			
29) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT		30) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT	
NAME:		NAME:	
ORGANIZATION:		ORGANIZATION:	
ADDRESS:		ADDRESS:	
PHONE:		PHONE:	
EMAIL:		EMAIL:	
PART VI - PHYSICAL LOCATION OF PROJECT			
31) PHYSICAL ADDRESS OF THE PROJECT LOCATION:		32) BRIEF DESCRIPTION OF THE PROJECT LOCATION:	
Street			
Address:			
City:			
State:	Zip:		
LATITUDE & LONGITUDE:			
STATE AND LOCAL AGENCIES ONLY -- ROLE IN PROVIDING LAYERED PROTECTION OF M TSA REGULATED ENTITIES			
33) DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION, AND IDENTIFY THE FACILITIES TO WHICH YOUR AGENCY IS REQUIRED TO PROVIDE SECURITY SERVICES.			
PART VII MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS			
34) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO M TSA REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRES YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO M TSA REGULATED FACILITIES.			

PART VIII - ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES	
35) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION, SUCH AS LACKING OR INADEQUATE CAPABILITIES OR ASSETS WITHIN THE PORT AREA TO MITIGATE MARITIME SECURITY VULNERABILITIES BEING ADDRESSED BY THIS PROJECT.	
PART IX - INVESTMENT JUSTIFICATION ABSTRACT	
36) WHAT ASSET(S) OR SERVICE(S) WOULD THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, service contracts, fencing etc.)? * For training requests, a course number and title are required.	
37) IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST:	
38) SPECIFY VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S) THAT THIS PROJECT CLOSES/MITIGATES.	
39) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.	
<p>THE FOLLOWING MUST BE INCLUDED:</p> <ul style="list-style-type: none"> • DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES • EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA • IF SIMILAR CAPABILITIES ALREADY EXIST, EXPLAIN WHY ADDITIONAL ASSETS/SERVICES ARE NEEDED. 	
PART X - NATIONAL PRIORITIES	
40) IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are identified in the NOFO):	
41) DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.	
PART XI - IMPLEMENTATION PLAN	

42) PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)
- ESTIMATED PERCENTAGE FOR EACH MILESTONE BASED ON COMPLEXITY AND SIGNIFICANCE (MILESTONES MUST COLLECTIVELY EQUAL 100%)

	Milestones	Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Percentage of Project
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
			Total Percentage of Project	

[Click To Proceed to Budget 4](#)

PSGP Budget Detail Worksheet

A. Personnel. List each position by title and name of employee, if available. Show the annual amount devoted to the project. Compensation paid for employees engaged in grant activities must be reported to the applicant organization.

Name/Position	Description of Project Work Activities

Name/Position for Management and Administration	Description of Management and Administration Activities

B. Fringe Benefits. Fringe benefits should be based on actual known costs or an established rate listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Description of Fringe Benefits

Name/Position for Management and Administration	Description of Fringe Benefits

C. Travel. Itemize travel expenses of project personnel by purpose (e.g., staff to training, field work, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X meals for trainees should be listed separately. Show the number of trainees and unit costs if applicable. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location
Purpose of Travel for Management and Administration	Location

D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is that which has a useful life of more than one year. (Note: Organization's own capitalization policy and threshold amount for equipment purchase apply.)

Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be listed in the "Other" category. Applicants should analyze the cost benefits of purchasing items and those subject to rapid technical advances. Rented or leased equipment costs should be included. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the equipment. For Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle. For other equipment, list the specific equipment that will be installed on the vessel or vehicle. Attach a narrative describing the equipment.

Equipment (Type and AEL#)	Description and Purpose of Equipment
Equipment for Management and Administration (Type and AEL#)	Description and Purpose for Equipment

E. Supplies. List items by type (office supplies, postage, training materials, copying paper, a held tape recorders) and show the basis for computation. (Note: Organization’s own capital classification of supplies may be used). Generally, supplies include any materials that are ex project.

Supplies	Description and Purpose of Supplies
Supplies for Management and Administration	Description and Purpose for Supplies

F. Consultants/Contracts. Indicate whether applicant’s procurement policy follows standar

Consultant Fees: For each consultant enter the name, if known, service to be provided, reas time on the project to include M&A.

Name of Consultant	Description of Services Provided
Name of Consultant for Management and Administration	Description of Services for Management and Administration

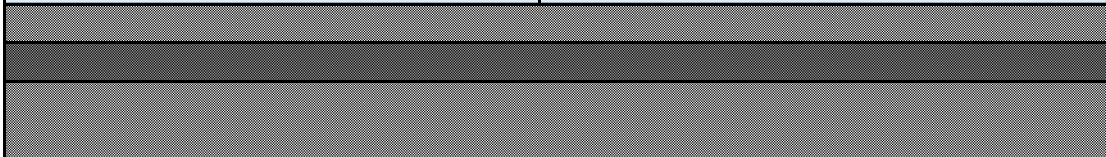
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant (lodging, etc.)

Item	Location and/or Purpose
Item for Management and Administration	Location and/or Purpose



Contracts: Provide a description of the product or services to be procured by contract and a to promote free and open competition in awarding contracts. Any sole source contracts mu applicable state and local laws and regulations, as well as applicable Federal regulations at 2

Item	Description of Services Provided
Item for Management and Administration	Description of Services for Management and Administration



G. Other Costs. List items (e.g., reproduction, janitorial or security services, and investigati basis of the computation. For example, provide the square footage and the cost per square and how many months to rent.

Item	Description and Purpose
Item for Management and Administration	Description and Purpose



H. Indirect Costs. Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients mus with their cognizant Federal agency to charge indirect costs to this award. A copy of the app negotiated with the applicant’s cognizant Federal agency) must be attached.

Cognizant Federal Agency	Description and Purpose
--------------------------	-------------------------

Cognizant Federal Agency for Management and Administration	Description and Purpose
Budget Category	Federal Amount
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Equipment	
E. Supplies	
F. Consultants/Contracts	
G. Other	
H. Indirect Costs	
Total	

Click to Proceed to IJ 5	Only 4 Projects? Click to proceed to the Review Tab
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Sensitive Security Information

ual salary rate and the percentage of time to be
be consistent with that paid for similar work within

Computation	Cost

Computation	Cost
Total Personnel	

d formula. Fringe benefits are for the personnel

Computation	Cost

Computation	Cost
Total Fringe Benefits	

eld interviews, advisory group meeting, etc.).
 g, \$X subsistence). In training projects, travel and
 nvolved. Identify the location of travel, if known.

Computation	Cost
Computation	Cost
Total Travel	

oment is tangible property having a useful life of
 for classification of equipment may be used).

ms should be included either in the "Supplies"
 ng versus leasing equipment, especially high cost
 uld be listed in the "Contractual" category. Explain
 g the procurement method to be used. For CBRNE
 vehicle, including equipment already owned by the

Computation (Quantity x per unit cost)	Cost
Computation (Quantity x per unit cost)	Cost
Total Equipment	

and other expendable items such as books, hand
 lization policy and threshold amount for
 expendable or consumed during the course of the

Computation (Quantity x per unit cost)	Cost
Computation (Quantity x per unit cost)	Cost
Total Supplies	

ds found in 2 C.F.R. § 200.318(a).

onable daily or hourly (8-hour day), and estimated

Computation	Cost
Computation	Cost
Subtotal – Consultant Fees	

: in addition to their fees (i.e., travel, meals,

Computation	Cost
Computation	Cost

Subtotal – Consultant Expenses	
---------------------------------------	--

n estimate of the cost. Applicants are encouraged
 ist follow the requirements set forth in in
 . CFR Part 200.

Computation	Cost

Computation	Cost

Subtotal – Contracts	
-----------------------------	--

Total Consultants/Contracts	
------------------------------------	--

ve or confidential funds) by major type and the
 foot for rent, and provide a monthly rental cost

Computation	Cost

Computation	Cost

Other Costs	
--------------------	--

the exception of recipients who have never
 t have an approved indirect cost rate agreement
 proved rate (a fully executed, agreement

Computation	Cost
-------------	------

Computation	Cost
Non-Federal Amount	Total

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION		Sensitive Security Information OMB Control Number 1660-011 Expiration: 11/30/2021	
Warning: Please follow the Notice of Funding Opportunity Guidance and Preparedness Grants Manual while completing this form.			
PART I - INVESTMENT HEADING			
1) ORGANIZATION NAME (Legal Name Listed On The SF-424):		2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED:	
3) TYPE OF ORGANIZATION:		4) CLASSIFICATION OF ORGANIZATION:	5) CAPTAIN OF THE PORT ZONE:
PART II - BASIC PROJECT INFORMATION			
6) PROJECT TITLE:		7) PROJECT DESCRIPTION (SERVICE(S)/EQUIPMENT SUMMARY):	
8) HAS THIS PROJECT BEEN FUNDED BY PS GP OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS?			
9) IF SO, WHEN WAS THE LAST TIME IT WAS FUNDED?		10) WHICH PROGRAM FUNDED THIS CAPABILITY?	
11) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN:			
12) PROJECT CATEGORY:		13) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT:	
14) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107?			
15) IF YES, IDENTIFY COST SHARE EXEMPTION			
16) FEDERAL SHARE:		17) COST SHARE:	18) TOTAL PROJECT COST:
PART III - ELIGIBILITY INFORMATION			
PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107			
19) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?		AREA MARITIME SECURITY PLAN:	FACILITY SECURITY PLAN:
20) STATE AND LOCAL AGENCIES -- IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO M TSA REGULATED FACILITIES?			
21) IF YES, HOW MANY M TSA REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES?			
PART IV - ORGANIZATIONAL INFORMATION			
22) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE?		23) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM?	
24) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION?		25) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION?	
26) IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE:			
27) IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED?			
28) STATE AND LOCAL AGENCIES -- IS YOUR AGENCY THE PRIMARY RESPONDER TO M TSA REGULATED FACILITIES?			
PART V - POINT(S) OF CONTACT FOR ORGANIZATION			
29) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT		30) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT	
NAME:		NAME:	
ORGANIZATION:		ORGANIZATION:	
ADDRESS:		ADDRESS:	
PHONE:		PHONE:	
EMAIL:		EMAIL:	
PART VI - PHYSICAL LOCATION OF PROJECT			
31) PHYSICAL ADDRESS OF THE PROJECT LOCATION:		32) BRIEF DESCRIPTION OF THE PROJECT LOCATION:	
Street			
Address:			
City:			
State:	Zip:		
LATITUDE & LONGITUDE:			
STATE AND LOCAL AGENCIES ONLY -- ROLE IN PROVIDING LAYERED PROTECTION OF M TSA REGULATED ENTITIES			
33) DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION, AND IDENTIFY THE FACILITIES TO WHICH YOUR AGENCY IS REQUIRED TO PROVIDE SECURITY SERVICES.			
PART VII MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS			
34) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO M TSA REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRES YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO M TSA REGULATED FACILITIES.			

PART VIII - ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES	
35) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION, SUCH AS LACKING OR INADEQUATE CAPABILITIES OR ASSETS WITHIN THE PORT AREA TO MITIGATE MARITIME SECURITY VULNERABILITIES BEING ADDRESSED BY THIS PROJECT.	
PART IX - INVESTMENT JUSTIFICATION ABSTRACT	
36) WHAT ASSET(S) OR SERVICE(S) WOULD THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, service contracts, fencing etc.)? * For training requests, a course number and title are required.	
37) IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST:	
38) SPECIFY VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S) THAT THIS PROJECT CLOSES/MITIGATES.	
39) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.	
<p>THE FOLLOWING MUST BE INCLUDED:</p> <ul style="list-style-type: none"> • DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES • EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA • IF SIMILAR CAPABILITIES ALREADY EXIST, EXPLAIN WHY ADDITIONAL ASSETS/SERVICES ARE NEEDED. 	
PART X - NATIONAL PRIORITIES	
40) IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are identified in the NOFO):	
41) DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.	
PART XI - IMPLEMENTATION PLAN	

42) PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)
- ESTIMATED PERCENTAGE FOR EACH MILESTONE BASED ON COMPLEXITY AND SIGNIFICANCE (MILESTONES MUST COLLECTIVELY EQUAL 100%)

	Milestones	Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Percentage of Project
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
			Total Percentage of Project	

[Click To Proceed to Budget 5](#)

PSGP Budget Detail Worksheet

A. Personnel. List each position by title and name of employee, if available. Show the annual amount devoted to the project. Compensation paid for employees engaged in grant activities must be reported to the applicant organization.

Name/Position	Description of Project Work Activities

Name/Position for Management and Administration	Description of Management and Administration Activities

B. Fringe Benefits. Fringe benefits should be based on actual known costs or an established rate listed in budget category (A) and only for the percentage of time devoted to the project.

Name/Position	Description of Fringe Benefits

Name/Position for Management and Administration	Description of Fringe Benefits

C. Travel. Itemize travel expenses of project personnel by purpose (e.g., staff to training, field visits, etc.). Show the basis of computation (e.g., six people to three-day training at \$X airfare, \$X lodging, \$X meals for trainees should be listed separately. Show the number of trainees and unit costs if applicable. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location
Purpose of Travel for Management and Administration	Location

D. Equipment. List non-expendable items that are to be purchased. Non-expendable equipment is defined as equipment with a useful life of more than one year. (Note: Organization’s own capitalization policy and threshold amount for equipment purchase apply.)

Identify the Authorized Equipment List number (AEL #) for items requested. Expendable items should be listed in the “Other” category. Applicants should analyze the cost benefits of purchasing items and those subject to rapid technical advances. Rented or leased equipment costs should be included. Attach a narrative describing how the equipment is necessary for the success of the project. Attach a narrative describing Vessels or Vehicles, list the specific CBRNE equipment that will be installed on the vessel or vehicle. Attach a narrative describing other equipment requested by the applicant.

Equipment (Type and AEL#)	Description and Purpose of Equipment
Equipment for Management and Administration (Type and AEL#)	Description and Purpose for Equipment

E. Supplies. List items by type (office supplies, postage, training materials, copying paper, a held tape recorders) and show the basis for computation. (Note: Organization’s own capital classification of supplies may be used). Generally, supplies include any materials that are ex project.

Supplies	Description and Purpose of Supplies
Supplies for Management and Administration	Description and Purpose for Supplies

F. Consultants/Contracts. Indicate whether applicant’s procurement policy follows standar

Consultant Fees: For each consultant enter the name, if known, service to be provided, reas time on the project to include M&A.

Name of Consultant	Description of Services Provided
Name of Consultant for Management and Administration	Description of Services for Management and Administration

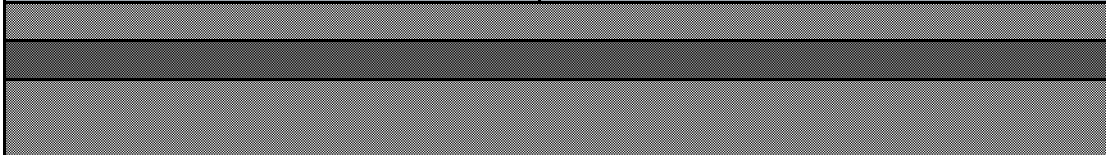
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant (lodging, etc.)

Item	Location and/or Purpose
Item for Management and Administration	Location and/or Purpose



Contracts: Provide a description of the product or services to be procured by contract and a to promote free and open competition in awarding contracts. Any sole source contracts mu applicable state and local laws and regulations, as well as applicable Federal regulations at 2

Item	Description of Services Provided
Item for Management and Administration	Description of Services for Management and Administration



G. Other Costs. List items (e.g., reproduction, janitorial or security services, and investigati basis of the computation. For example, provide the square footage and the cost per square and how many months to rent.

Item	Description and Purpose
Item for Management and Administration	Description and Purpose



H. Indirect Costs. Indirect costs are allowable only as described in 2 C.F.R. § 200.414. With received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients mus with their cognizant Federal agency to charge indirect costs to this award. A copy of the app negotiated with the applicant’s cognizant Federal agency) must be attached.

Cognizant Federal Agency	Description and Purpose
--------------------------	-------------------------

Cognizant Federal Agency for Management and Administration	Description and Purpose
Budget Category	Federal Amount
A. Personnel	
B. Fringe Benefits	
C. Travel	
D. Equipment	
E. Supplies	
F. Consultants/Contracts	
G. Other	
H. Indirect Costs	
Total	

[Click to proceed to the Review Tab](#)

Sensitive Security Information

ual salary rate and the percentage of time to be
be consistent with that paid for similar work within

Computation	Cost

Computation	Cost
Total Personnel	

d formula. Fringe benefits are for the personnel

Computation	Cost

Computation	Cost
Total Fringe Benefits	

eld interviews, advisory group meeting, etc.).
 g, \$X subsistence). In training projects, travel and
 nvolved. Identify the location of travel, if known.

Computation	Cost
Computation	Cost
Total Travel	

oment is tangible property having a useful life of
 for classification of equipment may be used).

ms should be included either in the "Supplies"
 ng versus leasing equipment, especially high cost
 uld be listed in the "Contractual" category. Explain
 g the procurement method to be used. For CBRNE
 vehicle, including equipment already owned by the

Computation (Quantity x per unit cost)	Cost
Computation (Quantity x per unit cost)	Cost
Total Equipment	

and other expendable items such as books, hand
 lization policy and threshold amount for
 expendable or consumed during the course of the

Computation (Quantity x per unit cost)	Cost
Computation (Quantity x per unit cost)	Cost
Total Supplies	

ds found in 2 C.F.R. § 200.318(a).

onable daily or hourly (8-hour day), and estimated

Computation	Cost
Computation	Cost
Subtotal – Consultant Fees	

: in addition to their fees (i.e., travel, meals,

Computation	Cost
Computation	Cost

Subtotal – Consultant Expenses	
---------------------------------------	--

an estimate of the cost. Applicants are encouraged to follow the requirements set forth in 48 CFR Part 200.

Computation	Cost

Computation	Cost

Subtotal – Contracts	
-----------------------------	--

Total Consultants/Contracts	
------------------------------------	--

ive or confidential funds) by major type and the square foot for rent, and provide a monthly rental cost

Computation	Cost

Computation	Cost

Other Costs	
--------------------	--

the exception of recipients who have never previously had an approved indirect cost rate agreement, provide an approved rate (a fully executed, agreement

Computation	Cost
-------------	------

Computation	Cost
Non-Federal Amount	Total

Final Steps

Step 1- Review all of your IJ's and Budgets. Make sure that they are completely filled out and accurate.

Tips- Make sure that your total money on your IJ matches your total money on your budget. Be sure that you are Private (50%) or Public (25%)

Step 2- After reviewing select Y after you review it and concluded it is complete. If it is incomplete select N or complete type in N/A as your answer

Step 3- DO NOT password protect the file. Save the file. Name it as follows: OrganizationName_IJBudget1 document

Step 4- Submit the Excel Spreadsheet the way it is. Do NOT make it a PDF. Submit it as 1 document no matter

IJ 1 Complete	Y/N	IJ 2 Complete	Y/N/NA
Budget 1 Complete	Y/N	Budget 2 Complete	Y/N/NA

ur bottom budget categories and totals are all filled out. Check to see if you included the correct cost share base
 and continue working on it until it is complete. Continue this for all of the IJ's that you completed. For the ones y
 L-3 (If you have one project then just put IJBudget1. If 5 projects then IJBudget1-5. Etc. Etc.) DO NOT Password p
 er how many IJ's and Budgets you have.

IJ 3 Complete	Y/N/NA	IJ 4 Complete	Y/N/NA	IJ 5 Compl
Budget 3 Complete	Y/N/NA	Budget 4 Complete	Y/N/NA	Budget Comple

ed on if

ou didn't

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Y/N/NA

5
te

Y/N/NA

**RESOLUTION
NO. 2022-109**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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:

SPECIAL GRANTS FUND

As Reads	Federal Grants	1,672,720
Amended		
To Read:	Federal Grants	2,088,970
As Reads	Capital Outlay	500,000
Amended		
To Read:	Capital Outlay	916,250

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

NOVEMBER 2022 - SUPPLEMENTAL BUDGET RESOLUTION - DEPARTMENT OF HOMELAND SECURITY(DHS) GRANT- EMW- PORT SECURITY GRANT FY 2022 - RES NO.

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	<u>416,250</u>	Increase estimated revenue from Federal Grants
Total Revenues	<u>416,250</u>	
Appropriations		
Operating Expenses	<u>416,250</u>	Appropriate funds for Operating Expenses
Total Appropriations	<u>416,250</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-109

City Council

11/10/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-109 - DEPARTMENT OF HOMELAND SECURITY (DHS) GRANT NO. EMW-2022-PU-00048 - PORT SECURITY GRANT PROGRAM FY 2022

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-109

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING AND EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2022, the Port of Pensacola was awarded a U.S. Department of Homeland Security Port Security Grant. This awarded project was submitted by the Port of Pensacola for the Department of Innovation & Technology. The Department of Innovation & Technology's Investment Justification is a cybersecurity project that includes the procurement of multiple software packages. Total project cost is \$555,000 with a cost share of \$138,750.

Since 2006, the Port has been awarded nearly \$6 million in Federal grant funds on behalf of the Port as well as other City departments, including Pensacola Fire Department, Pensacola Police Department, Pensacola Energy and Technology Resources. Critical projects funded through the program to date have included replacement of the City's antiquated telephone system with a Voice-over Internet Protocol (VoIP) system, replacement of the Englewood communications tower, purchase of the Fire Department's fire boat, and purchase of a maritime fire training simulator for the Fire Department.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 416,250 Port Security Grant (Federal Funds)
138,750 Department of Innovation & Technology Funds
\$ 555,000

Actual: \$ 416,250 Port Security Grant (Federal Funds)
138,750 Department of Innovation & Technology Funds
\$ 555,000

FINANCIAL IMPACT:

The federal grant will fund 75% of the cost of the project. The City of Pensacola is required to provide a match of 25% of the cost of the project. The Department of Innovation & Technology match will be funded by re-allocating funds from within their FY 2023 Budget. Approval of the Supplemental Budget Resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/14/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Clark Merritt, Port Director
Brenda Kahalley, Technology Resources Manager

ATTACHMENTS:

- 1) Supplemental Budget Resolution
- 2) Supplemental Budget Explanation

PRESENTATION: No

**RESOLUTION
NO. 2022-109**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2023; 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:

SPECIAL GRANTS FUND

As Reads	Federal Grants	1,672,720
Amended		
To Read:	Federal Grants	2,088,970
As Reads	Capital Outlay	500,000
Amended		
To Read:	Capital Outlay	916,250

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

NOVEMBER 2022 - SUPPLEMENTAL BUDGET RESOLUTION - DEPARTMENT OF HOMELAND SECURITY(DHS) GRANT- EMW- PORT SECURITY GRANT FY 2022 - RES NO.

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