

AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES

THIS AMENDMENT NO 1 (“Amendment No. 1”), to the Lease Agreement for leased premises in Warehouse 1 located at the City of Pensacola Port of Pensacola (“Port”) dated June 17, 2010 (“Original Agreement”), is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Pensacola (“City” or “Lessor”) and Offshore Inland Marine & Oilfield Services, Inc. (“Lessee”).

Recitals:

WHEREAS, City and Lessee entered into the Original Agreement, incorporated herein by this reference, to lease space in the southern half (1/2) of Warehouse 1 and associated berth apron and open storage area located at the Port for the purpose of operating an offshore project vessel service center; and

WHEREAS, Lessee has outstanding amounts owing to the City and in lieu of default under the Original Agreement, Lessee has requested the City agree to a payment plan respecting such outstanding amounts; and

WHEREAS, Lessee agrees timely payment of the above discussed outstanding amounts are material considerations in continuing with a lease between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion; and

WHEREAS, Lessee has requested the City amend the Original Agreement to provide and incorporate the terms of the payment plan, the material nature of Lessee’s compliance thereunder, and the City’s right to immediately terminate the lease; and

WHEREAS, Lessee has represented to City that upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately surrender all of the leased premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such land and property will be in good condition; and

WHEREAS, the parties find other terms and conditions of the Original Agreement require amendment; and

WHEREAS, given the material representations of Lessee as described above, the parties now desire to amend the Original Agreement;

NOW, THEREFORE, in consideration of One Hundred Dollars (\$100.00) the receipt and sufficiency of which are hereby acknowledged by the parties, and of the mutual covenants and agreements herein contained, it is agreed that the Original Agreement shall be hereby amended as follows:

1. The Recitals above are true and correct and are hereby incorporated as a material part of this Amendment No. 1.

2. Section 4 of the Original Agreement hereby amended to add the following fourth (4<sup>th</sup>) paragraph:

Lessee expressly agrees that no later than the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month following completion of the Lessor improvements contemplated in Section 9(b) herein, such status of completion of improvements to be the sole discretion of the Lessor and to be documented by written notice of completion by the Port Director, the Leased Premises will on that date expand to include all of Warehouse 1, specifically adding the northern half (1/2) of Warehouse 1 to the definition of Leased Premises, and on that date Lessee shall be obligated to all rental rates pursuant to Section 6 applied to the entire Warehouse 1 Leased Premises and such shall be due and owing by Lessee to Lessor.

3. Section 5 of the Original Agreement is deleted in its entirety.

4. New Section 5 of the Original Agreement hereby created in its entirety to read:

**5. OUTSTANDING AMOUNT PAYMENT PLAN.**

(a) Lessee acknowledges and agrees that as of March 15, 2017 Lessee failed to pay past-due outstanding amounts in dockage or vessel fees and related charges of no less than Two Hundred Sixty Nine Thousand Two Hundred and Forty Seven Dollars (\$269,247.00) immediately owing to the City, and in lieu of default upon request from Lessee, the City will agree to a payment plan respecting such outstanding amounts as further described in this Section 5(a). Lessee agrees the unwanted continued existence of these outstanding amounts are material considerations in continuing this Agreement between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion. Therefore, in addition to timely payment of monthly rents, utility, fees, taxes, charges, payments, or other monetary obligations under this Agreement or any other agreement, or owing as a result of Lessee's operations at the Port, Lessee shall pay Ten Thousand Dollars (\$10,000.00) per month toward the outstanding past-due balance, with a final balloon payment for the entire outstanding amount including interest at twelve percent (12%) per annum as further described and calculated in the Port Tariff, by no later than September 30, 2017. Lessee expressly acknowledges the material nature of Lessee's compliance with the payments as herein stated, and the City's right to immediately terminate the lease for any non-payment hereunder. Upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately within twenty (20) days, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such

land and property will be in good condition.

(b) Lessee further acknowledges and agrees that as of March 15, 2017 Lessee failed to pay past-due outstanding amounts in dockage or vessel fees and related charges of no less than Three Hundred Sixty Three Thousand Dollars (\$363,000.00) owing to the City, and in lieu of default upon request from Lessee, the City will agree to a payment plan respecting such outstanding amounts as further described in this Section 5(b). Lessee agrees the unwanted continued existence of these outstanding amounts are material considerations in continuing this Agreement between the parties, and that any lack of payment as required in the payment plan hereinafter described, for any reason, by Lessee shall give the City the absolute right to terminate the lease immediately, which right the City may exercise at its sole discretion. The parties acknowledge and agree that Grant reimbursement of certain project related expenses incurred by Lessee is in question. Therefore, in addition to timely payment of monthly rents, utility, fees, taxes, charges, payments, or other monetary obligations under this Agreement or any other agreement, or owing as a result of Lessee's operations at the Port, and the payment of Ten Thousand Dollars (\$10,000.00) per month toward the outstanding past-due balance discussed in Section 5(a) above, upon determination by the Port Director with the prior consent of the City Chief Financial Officer, Lessee shall remit to Lessor any unabated balance remaining from the Three Hundred Sixty Three Thousand Dollars (\$363,000.00) in outstanding receivables owed by Lessee to Lessor but which are held in abeyance. Upon determination of the Port Director with the prior consent of the City Chief Financial Officer that any or all of the entire outstanding balance in this Section 5(b) is not covered by the Grant, then, in the sole discretion of the Port Director and with the prior consent of the City Chief Financial Officer, any, if any, reduction, credit or offset of the entire outstanding balances shall be determined by the Port Director with the prior consent of the City Chief Financial Officer. After any such offset, if any, any remaining balance, which may include any interest on such amounts at twelve percent (12%) per annum as further described and calculated in the Port Tariff, shall be remitted by Lessee to Lessor no less than ninety (90) days from the date of written notice from the Port Director to the Lessee regarding the amount remaining owed and terms of repayment. Lessee expressly acknowledges the material nature of Lessee's compliance with the payments as herein stated, and the City's right to immediately terminate the lease for any non-payment hereunder. Upon City determination to terminate the lease for any non-payment of monetary obligations, Lessee will immediately within twenty (20) days, vacate the Port and surrender all of the Leased Premises and all improvements, fixtures, equipment and personal property thereon, to become the exclusive property of the City, and that all such land and property will be in good condition.

5. Section 6 of the Original Agreement is hereby amended in its entirety to read:

6. **RENT.**

(a) Effective upon the Commencement Date of this Agreement, and as compensation for the exclusive use of the facilities described in Section 4 above, Lessee shall pay to Lessor rent in the amount of One Hundred Four Thousand Four Hundred Dollars (\$104,400.00) per year payable in twelve (12) equal monthly payments of Eight Thousand Seven Hundred Dollars (\$8,700.00) per month, plus sales tax, due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

(b) Rental rates for Lessee's expansion of its Leased Premises to include the entirety of Warehouse 1, expanding into the northern half (1/2) of Warehouse 1, whether undertaken in accordance with the terms of Section 4, Section 8 or Section 9(b) of this Agreement, shall be at the applicable per square foot rental rate then being paid by Lessee multiplied by the total number of square feet of Lessee's expanded Leased Premises with the total of Warehouse included, and inclusive of revision or expansion thereof, plus sales tax, for the entirety of Warehouse 1 due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

(c) Any additional space, whether taken by Lessee in accordance with Section 4, Section 8 or Section 9(b) of this Agreement or any other additional space occupied by Lessee, shall immediately be incorporated into, and considered part of, Lessee's Leased Premises, and all terms and conditions of this Agreement shall be at the applicable per square foot rental rate then being paid by Lessee multiplied by the total number of square feet of Lessee's Leased Premises, due and payable in advance on the first (1<sup>st</sup>) day of each month, and such rental rates subject to the increases as stated in the renewal terms in Section 2 above.

6. Section 8 of the Original Agreement is hereby amended in its entirety to read:

8. **EXPANSION.** In the event Lessee desires to expand its Warehouse 1 leasehold into portions of the northern half (1/2) of Warehouse 1 prior to completion of the improvements as addressed in Section 9(b) below, contingent upon full satisfaction of outstanding amounts in Section 5 above, Lessee may request, in advance, in writing to the Port Director, such expansion on a temporary or permanent basis, the grant of any such expansion to be made in the sole discretion of Lessor. The City Administrator, in consultation with the Port Director, shall have the sole discretion to determine whether or not to grant any expansion request. If granted, this Lease shall be immediately amended by simple letter of agreement between the parties hereto to reflect the revised boundaries of the Leased Premises, with the City Administrator having full authority to sign any such agreement.

7. Section 9 of the Original Agreement is hereby amended in its entirety to read:

## 9. IMPROVEMENTS.

### (a) Improvements by Lessee

Lessee may install or construct within the southern half (1/2) of the Warehouse 1 Leased Premises all necessary equipment, fences, loading terminals, storage and maintenance buildings, offices and other facilities necessary to conduct the business herein authorized, with consent or approval by the Lessor. Lessee shall not construct any exterior improvements or alterations or alter or add to any exterior improvements without having first obtained the written consent of Lessor. Lessee shall submit to Lessor detailed plans and specifications for any contemplated exterior improvements or alterations before Lessor shall be required to give such consent, which consent shall not be unreasonably withheld. Lessor shall respond to any such submittal by approving or disapproving the same within thirty (30) business days of receipt; if Lessor fails to disapprove the submitted plans and specifications (and give the reasons for such disapproval) in writing within such thirty (30) business day period, Lessor shall be deemed to have approved the plans and specifications and the contemplated improvements. Lessee shall bear the cost of any such construction or alteration undertaken by Lessee.

Prior to any construction, improvement or alteration, Lessee shall obtain all required permits from all governmental agencies having jurisdiction over the Leased Premises or the activities conducted thereon and any construction, improvements or alterations shall be in accordance with all ordinances, laws, rules and regulations applicable thereto.

After the expiration, termination or cancellation of this Agreement including without limitation a default by Lessee, **except in circumstances as specified in Section 5 above**, Lessee shall remove any and all improvements it has placed or had placed on the Leased Premises or the property over which any easement is hereunder granted in no less than three (3) months from the date of expiration, termination or cancellation, provided however, that the full rent and other charges due under this Agreement shall continue until all such the improvements and alterations are removed, with all said charges being prorated on a daily basis. Further, Lessee shall not remove any of such improvements until it has discharged all of its obligations under this Agreement, including without limitation the payment in full of all rents and other amounts due (except as provided herein to the contrary), and Lessor shall have a lien on such improvements and all other property of Lessee for all delinquent rents and other amounts.

Lessee shall repair any damage to the Leased Premises caused by the removal by Lessee of any improvements from the Leased Premises. Failure by the Lessee to remove any improvements, alterations, or other property, real or

personal, within the three (3) month period shall constitute an abandonment of said property and Lessee agrees that any such property shall become the property of the Lessor. Further, Lessee shall reimburse Lessor for any and all costs resulting from any requirement for the Lessor to remove, store, alter, or in any way dispose of all property left by Lessee. During any such period, Lessee shall not introduce or store any new property in or about the Leased Premises or undertake any other business activity in the Leased Premises or at the Port except for the removal of such improvements, equipment, materials and property previously stored in the Leased Premises.

(b) **Lessor Improvements.**

The parties acknowledge the Lessor contemplates the construction of certain improvements pursuant to FDOT Transportation Economic Development Project Fund Agreement FPN# 422354-2-94-01 (“Grant”), attached hereto as Exhibit B and incorporated herein by this reference, provided however, only to the extent such Lessor improvements may be designed and constructed by Lessor at a cost not to exceed the total amount of project funding provided by the Grant.

In the event the desired improvements are deemed, by the Port Director with the prior consent of the City Chief Financial Officer, to exceed Grant budgetary parameters, the Port Director with the prior consent of the City Chief Financial Officer, in their sole discretion may either terminate such improvements, evaluate reduction in project scope and design to assess feasibility of improvements, or, contingent upon full satisfaction of outstanding amounts in Section 5 above, permit Lessee to pay, at Lessee’s sole cost and expense, in advance of any construction, one hundred percent (100%) of any cost in excess of budgetary parameters and any associated costs.

As provided in Section 4 above and Section 6(b) above, upon completion of Lessor’s improvements in this Section 9(b), Lessee shall occupy and pay rent on the total space of Warehouse 1. Upon occupation of Warehouse 1 hereunder, Lessee shall simultaneously become solely responsible, at Lessee’s sole cost and expense, for maintaining the improvement in strict accordance with all manufacturer guidelines, any applicable Grant guidelines, and to the satisfaction of Lessor. Lessor may, in Lessor’s discretion, inspect improvements as Lessor deems necessary.

Notwithstanding anything in this Agreement to the contrary, title to improvements in this Section 9(b) shall vest in Lessor upon completion and shall in no event be removed by Lessee.

8. Section 14 of the Original Agreement is hereby amended in its entirety to read:

14. **DOCKAGE FEES.** With the exception of the fees addressed in Section 5 above, unless otherwise requested on a case-by-case basis by Lessee and

approved by Lessor, dockage fees assessed against vessels calling at Lessee's facility shall be billed to and paid by Lessee. The dockage rate for all vessels calling at Lessee's facility shall be sixty percent (60%) of the applicable full Port Tariff rates then in effect, or the any applicable frequency or volume incentive rate requested by Lessee and approved by the Port Director in accordance with applicable provisions of the Port Tariff.

9. Section 15 of the Original Agreement is hereby amended in its entirety to read:

15. **VESSEL SECURITY AND HARBOR FEES.** With the exception of the fees addressed in Section 5 above, unless otherwise requested on a case-by-case basis by Lessee and approved by Lessor, vessel security and harbor fees assessed against vessels calling at Lessee's facility shall be billed to and paid by Lessee. Vessel security and harbor fees shall be assessed at one hundred percent (100%) of the Port Tariff rates then in effect.

10. Section 20 of the Original Agreement is hereby amended in its entirety to read:

20. **UTILITIES.** For any required utilities, Lessee shall arrange for direct billing with the appropriate utility provider. If direct billing is not possible due to the placement or routing of utility infrastructure, Lessor and Lessee shall develop a mutually agreeable methodology by which the Lessor will bill the Lessee its pro-rata share of those utilities. Construction, installation and maintenance of any improvements to utility infrastructure required to support Lessee's operations shall be at the sole cost and expense of Lessee, other than construction of any utility infrastructure under Section 9(b) above that are within budgetary parameters. This stipulation does not apply to the provision of potable water to vessels, which is a service provided by the Port of Pensacola, Operations Division. Provision of potable water to vessels must be requested in advance in accordance with Port Tariff Item 440 and all applicable fees as expressed in Port Tariff Item 440 and Port Tariff Item 442 will be assessed to the party responsible for payment of vessel fees as described in Section 14 and 15 of this Agreement.

11. Section 21 of the Original Agreement is hereby amended in its entirety to read:

21. **MAINTENANCE.** Lessee shall maintain the leasehold improvements of whatever nature situated on the Leased Premises at its own expense. Lessee shall at all times maintain the Leased Premises in a safe, neat and orderly manner; free from trash, debris or other unsafe, unsightly or unsanitary matter. Should Lessee fail to maintain the Leased Premises in a safe, neat and orderly manner, the Lessor reserves the right to intervene in the resolve such matters after a period of seventy-two (72) hours. All costs for such intervention by the Lessor will be the responsibility of Lessee, at Lessee's sole cost and expense, pursuant to the Port of Pensacola Terminal Tariff. Lessor's obligation, if any, to maintain the Leased Premises shall be

limited to major structural components, including but not necessarily limited to those items listed in Section 23. All other maintenance, including maintenance of any and all improvements constructed or placed by the Lessee, shall be the responsibility of the Lessee, at Lessee's sole cost and expense.

With the exception of improvements pursuant to Section 9(b) above, Lessee has the right to make any and all repairs to the Leased Premises or the supporting improvements that are the responsibility of Lessor to correct conditions that immediately and significantly threaten its leasehold improvements, warehouse contents, or operations thereof. Lessee shall notify Lessor of any such intended repair action at least fifteen (15) days prior to the work being performed unless said work must be performed immediately to address an emergency situation (i.e., to prevent the threat of imminent property damage or personal injury or a material interruption of Lessee's business operations), in which event Lessee may perform such work immediately without notice or expiration of a waiting period (but Lessee shall notify Lessor of such repair work as soon as practicable following initiation of emergency repair efforts). Notwithstanding the foregoing, in no event shall Lessee have the right to proceed with work until approved by the Port Director. This provision will not be exercised unreasonably by Lessor or Lessee, but is intended to allow Lessee to protect the substantial investment being made in the leasehold improvements and Lessee's business operation. If Lessee undertakes repairs that are the responsibility of Lessor, upon approval of Lessor, Lessor shall reimburse Lessee for the reasonable and necessary costs and expenses incurred by Lessee therefore.

12. Section 23 of the Original Agreement is hereby amended in its entirety to read:

23. **REPRESENTATIONS CONCERNING CONDITION.** Lessor warrants and represents that the real property of the Leased Premises, and excepting any improvements under Section 9 above, are in good and serviceable condition and in compliance with all applicable laws, codes and regulations with respect to all major structural components including, but not limited to, the following:

- (a) roof and structural components thereof
- (b) exterior walls and structural components thereof
- (c) gutters/drains/downspouts
- (d) plumbing, drains and storm drains
- (e) basic electrical supply and distribution
- (f) foundation and loading docks
- (g) doors (personnel and cargo)

13. Section 35 of the Original Agreement is hereby amended in its entirety to read:

35. **SURRENDER.** Subject to the provisions of Section 5 above, upon the



expiration or termination of this Lease for any cause, Lessee shall peaceably deliver up the Leased Premises to the Lessor in the same condition as existed, on the date of this Agreement, ordinary wear and tear, excepted, with all improvements to become the sole property of the Lessor and to be surrendered by Lessee in same or better condition as upon completion of installation.

14. Section 36 of the Original Agreement is hereby amended in its entirety to read:

36. **DEFAULT.** Prompt payment by Lessee of all rents and other monetary obligations hereunder at the time the same becomes due and payable and the prompt and faithful performance of all the terms and conditions hereof are the conditions upon which this Lease Agreement is made. With the exception of the provisions of Section 5 above, in the event that Lessee should fail to comply with the terms of this Lease, and said default shall continue for a period of thirty (30) days after written notice to Lessee, Lessor, at its option, may declare this Lease terminated and may pursue all legal options available to it. If the default is a non-monetary default, Lessor shall not terminate the Lease or exercise any other right or remedy provided that Lessee is diligently proceeding to cure said default.

If Lessor defaults in the performance or observance of any provision of this Lease Agreement, Lessee shall give Lessor notice specifying in what manner Lessor has defaulted and if such default shall not be cured by Lessor within thirty (30) days after the delivery of such notice (except that if such default cannot be cured within said thirty (30) day period, this period shall be extended for a reasonable additional time, provided that Lessor commences to cure such default within the thirty (30) day period and proceeds diligently thereafter to effect such cure), then, in addition to such other remedies as are available at law or in equity, Lessee may cure such default and invoice Lessor for the reasonable and necessary costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Lessee therefore

15. Section 38 of the Original Agreement is hereby amended in its entirety to read:

38. **NOTICES.** Any notices required by this Lease Agreement or by law to be sent to Lessor shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessor as follows:

Port Director  
Port of Pensacola  
700 South Barracks Street  
Pensacola, Florida 32502

with a copy to:  
City of Pensacola  
Attn: City Administrator  
222 W. Main Street

Pensacola, Florida 32502

Any notices required by this Lease Agreement or by law to be sent to Lessee shall be sufficient if transmitted by personal delivery, nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or certified mail, return receipt requested, addressed to Lessee as follows:

Chief Financial Officer  
Offshore Inland Marine & Oilfield Services  
640 S. Barracks St.  
Pensacola, FL 32502

Either party may change the above address by providing 10 days advance written notice to the other party.

16. Section 39 of the Original Agreement is hereby amended in its entirety to read:

39. **ADMINISTRATION OF AGREEMENT.** The Port Director shall serve as administrator of this Agreement on behalf of the Lessor. Administrator of this Agreement on behalf of the Lessee shall be the Chief Financial Officer.

17. Section 41 of the Original Agreement is hereby amended in its entirety to read:

41. **TAXES.** During the term of this Agreement, Lessee shall be responsible for all taxes and assessments levied on the Leased Premises and improvements, including all improvements under Section 9 above, regardless of whether Lessee or Lessor is billed.

18. Section 42 of the Original Agreement is hereby deleted in its entirety.

19. New Section 42 of the Original Agreement is hereby created to read:

42. **PUBLIC RECORDS.** The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

20. New Attachment A to the Original Agreement is hereby created to read:

*(attached hereto as Attachment A to this Amendment No. 1)*

3. The remainder of the Agreement not amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Original Agreement.

**CITY OF PENSACOLA, FLORIDA**

**OFFSHORE INLAND & MARINE  
OILFIELD SERVICES, INC.**

\_\_\_\_\_  
Mayor, Ashton J. Hayward, III

Attest:

By \_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk, Ericka L. Burnett

Attest:

SEAL

By: \_\_\_\_\_  
Corporate Secretary

(SEAL)

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

Approved As To Substance:

\_\_\_\_\_  
Department Director/Division Head

## Attachment "A"

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

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

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

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