City of Pensacola

Agenda Conference

Agenda

Monday, June 12, 2023, 3:30 PM **Council Chambers, 1st Floor**

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

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. 23-00269 AIRPORT - EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR SERVICE TO 44 SERVICE CENTER ROAD

Recommendation: That City Council approve the Utility Easement Agreement with Florida Power & Light Company. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Utility Easement Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: *Florida Power and Light Utility Easement for 44 Service Center Roac*
Easement with FPL for 44 Service Center Road Map

2. 23-00360 PENSACOLA INTERNATIONAL AIRPORT - AGREEMENT FOR COLLECTION OF CUSTOMS AND BORDER PROTECTION CHARGES

Recommendation: That City Council approve the agreement with Pensacola Aviation Center, LLC, setting forth the fees and charges assessed to incoming general aviation international flights. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: *Agreement for Collection of CBP Fees*

3. 23-00408 AIRPORT - LEASE AGREEMENT WITH SKYWARRIOR FLIGHT TRAINING, LLC FOR AIRPORT PROPERTY LOCATED AT 2400 AIRPORT BOULEVARD

Recommendation: That City Council approve the lease agreement with Skywarrior Flight Training, LLC. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: *Skywarrior Flight Training 2400 Airport Boulevard Lease*

4. 23-00352 CITY OF PENSACOLA HOUSING DEPARTMENT PUBLIC HOUSING AGENCY (PHA) ANNUAL PLAN FY 2023-2024

Recommendation: That City Council approve the Public Housing Agency (PHA) Annual Plan of the Housing Choice Voucher Program for Fiscal Year 2023-2024 for submission to the U.S. Department of Housing and Urban Development (HUD). Further, that the City Council authorize the Mayor to take the actions necessary to execute Plan documents and administer the program, consistent with the terms of the program and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: *City of Pensacola Housing Department Public Housing Agency (PHA*

5. 23-00415 FISCAL YEAR 2023 COMMUNITY POLICING MEMORANDUM OF UNDERSTANDING (MOU) - DOWNTOWN IMPROVEMENT BOARD (DIB)

Recommendation: That the City Council approve a Memorandum of Understanding (MOU) between the City of Pensacola and the Downtown Improvement Board of Pensacola for the purpose of providing Community Policing Innovations within the downtown area in the City of Pensacola, Escambia County, Florida (hereinafter referred to as the "DIB District") for the Fiscal Year 2023 in the amount not to exceed $60,000.

Sponsors: D.C. Reeves

Attachments: *DIB Memorandum of Understanding for Community Policing*

6. 23-00454 AWARD OF CONTRACT FOR THE PENSACOLA POLICE DEPARTMENT PERIMETER FENCING PROJECT

Recommendation: That City Council award a contract to Superior Fence & Rail, Inc., for a quoted base price of $125,762.00, plus 10% contingency in the amount of $12,576.20, for a total contract price of $138,338.20. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the quote, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: *Superior Fencing & Rail Quote - (fencing & gates)*
Gulf Coast Environmental Contractors, Inc. Quote - (vegetation/bush
Redwire Quote - (access control)

7. 23-00445 APPOINTMENTS - PLANNING BOARD

Recommendation: That City Council appoint seven (7) individuals, one of whom is a Licensed Florida Architect, to the Planning Board for a term of two (2) years, expiring July 14, 2025.

Sponsors: Delarian Wiggins

Attachments: *Member List*
Application of Interest - Daniel Grundhoefer
Application of Interest - Kurt Larson
Resume - Kurt Larson
Application of Interest - Charletha Powell
Application of Interest - Paul Ritz
Resume - Paul Ritz
Application of Interest - Eladies Sampson
Application of Interest - Myra Van Hoose
Resume - Myra Van Hoose
Application of Interest - Bianca Villegas
Ballots

8. 23-00447 APPOINTMENTS - ZONING BOARD OF ADJUSTMENT

Recommendation: That City Council appoint two (2) individuals, who are residents or property owners of the City, to the Zoning Board of Adjustment, for a term of three (3) years, expiring July 14, 2026.

Sponsors: Delarian Wiggins

Attachments: *Member List*
Application of Interest - Boyce White
Application of Interest - Jarah Jacquay
Ballot

9. 23-00467 MAYORAL APPOINTMENTS - DOWNTOWN IMPROVEMENT BOARD (DIB)

Recommendation: That City Council affirm the Mayor's appointment of Rafael Simpson and reappointment of Patti Sonnen to the Downtown Improvement Board (DIB) for a term of three (3) years expiring June 30, 2026.

Sponsors: D.C. Reeves

Attachments: *Application of Interest - Rafael Simpson*
Application of Interest - Patti Sonnen

10. 23-00450 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of $700 to the Veterans Memorial Park Foundation and $300 to the Harmonic Learning Advantage Outreach from the City Council Discretionary Funds for District 5.

Sponsors: Teniade Broughton

11. 23-00453 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of $5,000 for the Gulf Coast Kids House and $7,500 for Big Brothers Big Sisters of Northwest Florida from the City Council Discretionary Funds for District 4.

Sponsors: Jared Moore

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

12. 23-00425 PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - ESTABLISHING FOOD TRUCK COURTS AS A PERMITTED LAND USE ALLOWED IN SPECIFIED ZONING DISTRICTS

Recommendation: That City Council conduct the first of two required public hearings on June 15, 2023 to consider proposed amendments to the Land Development Code pertaining to the creation of "Food Truck Courts" as a permitted land use, and allowing this new land use in specified zoning districts.

Sponsors: D.C. Reeves

Attachments: *Planning Board Minutes - May 9, 2023*

Proposed Ordinance No. 12-23

Proposed Ordinance No. 13-23

13. 23-00452 PORT OF PENSACOLA - FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT - DEPARTMENT OF ECONOMIC OPPORTUNITY - HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE AND AMERICAN MAGIC AT THE PORT OF PENSACOLA

Recommendation: That City Council approve the acceptance of the Florida Job Growth Infrastructure Grant - Department of Economic Opportunity in the amount of $3,963,120 for the design and construction of a dock and a boat ramp, and the design, build-out, and retrofit of an existing warehouse and supporting infrastructure at the Port of Pensacola. Further, that City Council authorize the Mayor to take the actions necessary to accept, execute and administer this grant consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a resolution accepting the grant award and authorizing the Mayor to execute the grant.

Sponsors: D.C. Reeves

Attachments: *Florida Job Growth Infrastructure Grant Agreement - Draft*

14. 2023-045 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-045 - ACCEPTING FUNDING FROM THE FLORIDA JOB GROWTH INFRASTRUCTURE - DEPARTMENT OF ECONOMIC OPPORTUNITY - GRANT AGREEMENT - AMERICAN MAGIC HIGH PERFORMANCE MARITIME CENTER AT THE PORT OF PENSACOLA

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-045.

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

Sponsors: D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-045*
Supplemental Budget Explanation No. 2023-045
Florida Job Growth Infrastructure Grant Agreement - Draft

15. 23-00276 PENSACOLA INTERNATIONAL AIRPORT - PARKING RATE ADJUSTMENT

Recommendation: That City Council approve a $2.00 increase to the to the daily maximum parking rate at the Pensacola International Airport garage and surface lots and a $1.00 increase to the daily maximum parking rate at the Pensacola International Airport economy lots, effective July 1, 2023.

Sponsors: D.C. Reeves

Attachments: *Laz Parking, Rate Change Survey*
Parking Diagram

16. 23-00451 SUPPORT FUNDING FOR CIVICCON

Recommendation: That City Council support CivicCon with a one-year donation of $10,000.

Sponsors: Allison Patton

17. 2023-047 RESOLUTION NO. 2023-047 - ACQUISITION OF REAL PROPERTY AT 2305 WEST CERVANTES STREET WITH COMMUNITY REDEVELOPMENT AGENCY (CRA) FUNDS

Recommendation: That City Council adopt Resolution No. 2023-047:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE WESTSIDE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING THE EXPENDITURE OF CRA FUNDS TO ACQUIRE CERTAIN REAL PROPERTY THEREIN LOCATED AT 2305 WEST CERVANTES STREET IN FURTHERANCE OF THE PURPOSES ESTABLISHED IN CHAPTER 163, PART III, FLORIDA STATUTES AND THE WESTSIDE REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: D.C. Reeves

Attachments: *Resolution No 2023-047*

18. 2023-042 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-042 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT - GULF COAST KIDS HOUSE PARENT CHILD INTERACTION THERAPY

Recommendation: That the City Council adopt Supplemental Budget Resolution No. 2023-042.

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

Sponsors: D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-042*

Supplemental Budget Explanation No. 2023-042

Letter of Certification

19. 14-23 PROPOSED ORDINANCE NO. 14-23, REPEALING ORDINANCE NO. 38-14, HEREBY ABOLISHING THE INTERNATIONAL RELATIONS ADVISORY BOARD

Recommendation: That City Council approve Proposed Ordinance No. 14-23 on first reading:

AN ORDINANCE REPEALING ORDINANCE NO. 38-14 OF THE CITY OF PENSACOLA, FLORIDA IN ITS ENTIRETY, ABOLISHING THE INTERNATIONAL RELATIONS ADVISORY BOARD; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Delarian Wiggins

Attachments: *Proposed Ordinance No. 14-23*

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 #: 23-00269 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AIRPORT - EASEMENT AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY FOR SERVICE TO 44 SERVICE CENTER ROAD

RECOMMENDATION:

That City Council approve the Utility Easement Agreement with Florida Power & Light Company. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Utility Easement Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Florida Power & Light Company requires an easement covering the location of the underground utility lines servicing a new transformer along Service Center Road. The lines are being installed as a necessary part of service upgrades to 44 Service Center Road. Florida Power & Light Company will maintain the lines. See attached aerial map...

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/2/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1) Florida Power and Light Utility Easement for 44 Service Center Road
2) Easement with FPL for 44 Service Center Road Map

PRESENTATION: No

[

]

	UNDERGROUND EASEMENT (BUSINESS) This Instrument Prepared By
Sec. 17, Twp 1S, Rge 29 W	Name: Hannah Nano
Parcel I.D. # 3315305101022001 (Maintained by County Appraiser)	Co. Name: Florida Power & Light
WR# 11896454	Address: One Energy Pl, Pensacola FL 32520

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

[Reserved for Circuit Court]

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

(Continued on Sheet No. 9.779)

(Continued from Sheet No. 9.775)

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, _____.

Signed, sealed and delivered
in the presence of:

_____
(Witness' Signature)

Print Name _____
(Witness)

_____
(Witness' Signature)

Print Name _____
(Witness)

_____

By: _____

Print Name: _____

Print Address: _____

_____

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, _____, by _____, the _____ of _____ a _____ on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

My Commission Expires.

[Notary Seal]

_____
Notary Public, Signature

_____
Print Name

_____
Title or Rank

_____
Serial number, if any

Exhibit "A"

A ten foot (10') strip of land lying five feet (5') on each side of the center of the electrical facilities as installed and or to be installed on the following described tract of land to-wit:

EXHIBIT A1
UTILITY EASEMENT

May 22, 2023

A portion of the Assessor Parcel Number 33-1S-30-5101-022-001 per the Escambia County Property Appraiser Legal Description in the Record of Escambia County, Florida, being located in the NW1/4 of Section 17, Township 1 South, Range 29 West, of the Tallahassee Principal Meridian, being more particularly described as follows:

COMMENCING at the Northwest corner of Section 17, Township 1 South, Range 29 West, Tallahassee Principal Meridian; thence, S60°40'35"E (Bearings are relative to the Escambia County Property Appraiser Legal Description in the Record of Escambia County, Florida), a distance of 915.59 feet; thence S29°19'25"W, a distance of 64.63 feet, to a point on the northwest corner of said Assessor Parcel Number 33-1S-30-5101-022-001, also being a point on the east right-of-way line of Service Center Road; thence along said east right-of-way line, a distance of 123.92 feet, to the **POINT OF BEGINNING**; thence leaving said east right-of-way line, along the following three (3) courses:

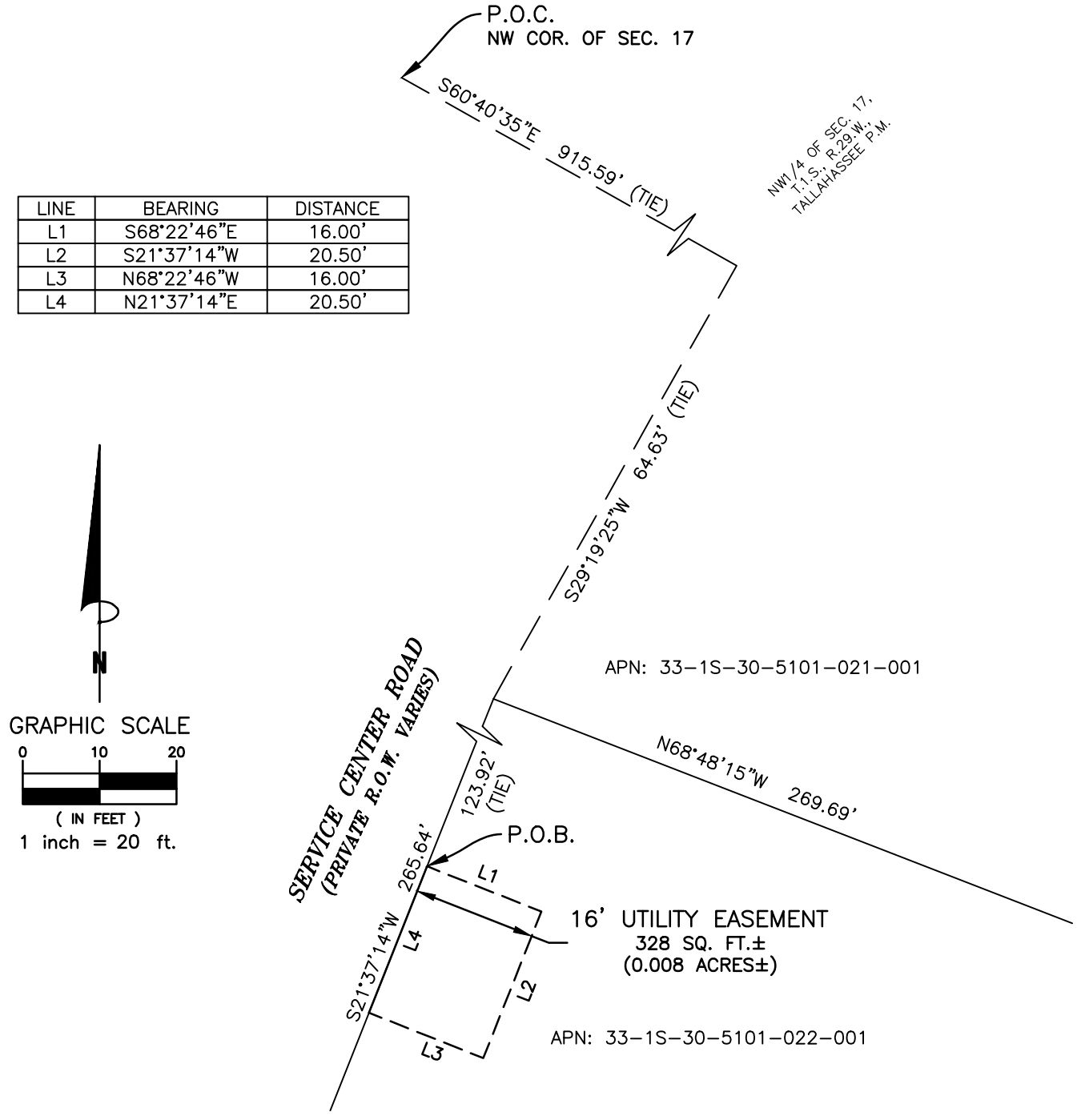
1. S68°22'46"E, a distance of 16.00 feet;
2. S21°37'14"W, a distance of 20.50 feet;
3. N68°22'46"W, a distance of 16.00 feet, to a point on said east right-of-way line;

thence along said east right-of-way line, N21°37'14"E, a distance of 20.50 feet, to the **POINT OF BEGINNING**.

Containing 328 Sq. Ft. or 0.008 acres, more or less.

John T. Bush
Florida Professional Land Surveyor No. 7308

EXHIBIT A2
DEPICTION OF UTUILITY EASEMENT



LINE	BEARING	DISTANCE
L1	S68°22'46"E	16.00'
L2	S21°37'14"W	20.50'
L3	N68°22'46"W	16.00'
L4	N21°37'14"E	20.50'

NOTE:
This EXHIBIT does not represent a monumented land survey, and is only intended to depict the attached LEGAL DESCRIPTION.

Project No:	Drawn: IJV	Date: 05/22/2023
221524	Check: JTB	Sheet 2 of 2

ASA ENGINEERING & SURVEYING, LLC.
103A S. PATTERSON ST. – VALDOSTA, GA 31601
PH.: (229) 244-0596 – info@asaeng.com – LSF 000380

HOWEVER, NOTWITHSTANDING THE FOREGOING, IN THOSE LOCATIONS WITHIN THE ELECTRICAL DISTRIBUTION SYSTEM WHERE TRANSFORMER BOXES, SPLICE BOXES, AND TERMINATION POINTS, ARE LOCATED GULF POWER IS HEREBY GRANTED AN EASEMENT AREA WITHIN A FIFTEEN FOOT (15') RADIUS FROM THE CENTER LINE OF THE PRIMARY VOLTAGE CONDUCTORS.

IT IS UNDERSTOOD AND AGREED SAID FACILITIES WILL BE INSTALLED AT A MUTUALLY ACCEPTABLE LOCATIION TO BOTH PARTIES.


Existing Transformer
LOC 3
Easement
New Transformer
LOC 2
LOC 1
Existing Transformer
Service Center Rd
Service Center Rd
Service Center Rd
Francis Taylor Blvd

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00360 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - AGREEMENT FOR COLLECTION OF CUSTOMS AND BORDER PROTECTION CHARGES

RECOMMENDATION:

That City Council approve the agreement with Pensacola Aviation Center, LLC, setting forth the fees and charges assessed to incoming general aviation international flights. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On March 25, 2021, City Council approved Lease No. HSBP-7120-L-IN0487 between the City of Pensacola and the U.S. Customs and Border Protection ("CBP"). The CBP processes incoming general aviation international flights at its U.S. Customs and Border Protection General Aviation Facility which is located on Airport property (the "CBP Facility"). Under the lease, the Airport is responsible to provide all standard services, utilities, and maintenance for the normal operation of the CBP Facility. To recoup some of the facility costs and in keeping with FAA grant assurances for the Airport to be as self-sustaining, the Airport has developed a fees and charges schedule ("CBP Charges") which will be assessed on all incoming general aviation international aircraft that are screened at the CBP Facility.

Pensacola Aviation Center, LLC ("PAC") operates a fixed base operator ("FBO") facility at the Airport and provides FBO services for many of the incoming general aviation international flights under their December 1, 1997 lease agreement with the Airport. PAC has agreed to collect such CBP charges on behalf of the AIrport. Under the attached agreement, PAC shall remit to the City ninety percent (90%) of all CBP Charges collected and retain ten percent (10%) to compensate the company for the expenses of performing services under this agreement. Such fees shall be evaluated annually by the Airport and may be revised from time to time by the Airport Director. The initial fees shall be set at:

Small Piston Single	$150.00
Large Single/ Medium Twin	$220.00
Large Twin/ Light or Medium Turboprop	$300.00
Large Turboprop/ Light Jet/ Medium Jet	$500.00
Medium or Large Jet	$700.00
Outside posted hours	$300.00
Commercial flight, 15+ seats, additional per pax	$ 25.00
Regulated garbage, per bag	$250.00

Approval of this item would allow the Airport a method to recoup cost associated with the CBP Facility, a mechanism to collect CBP Charges, and a way to provide International Aircraft with escorting services without the hiring of additional staff.

PRIOR ACTION:

March 25, 2021 - City Council approved Lease No. HSBP-7120-L-IN0487 between the City of Pensacola and the United States of America Customs and Border Protection.

FUNDING:

N/A

FINANCIAL IMPACT:

The CBP Charges is estimated to provide an additional $100,000 annually in non-airline revenue through fees and charges. This estimated increase could be impacted by general aviation international activity.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/2/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1) Agreement for Collection of CBP Fees

PRESENTATION: No

AGREEMENT FOR COLLECTION OF CBP CHARGES AT PENSACOLA INTERNATIONAL AIRPORT

THIS AGREEMENT FOR COLLECTION OF CBP CHARGES AT PENSACOLA INTERNATIONAL AIRPORT ("this Agreement") is hereby made and entered into as of the ____ day of _____, 2023, by and between PENSACOLA AVIATION CENTER, L.L.C., a Florida limited liability company ("the Company"), and CITY OF PENSACOLA, a Florida municipal corporation ("the City"), in its capacity as sponsor, owner, and operator of PENSACOLA INTERNATIONAL AIRPORT ("the Airport"). The City and the Company may, from time to time, be referred to in this Agreement individually as "a Party" and collectively as "the Parties."

RECITALS

WHEREAS, the City is the sponsor, owner, and operator of the Airport;

WHEREAS, the U. S. Customs and Border Protection ("CBP") processes incoming general aviation international flights at its U.S. Customs and Border Protection General Aviation Facility at the Airport which is located at 4121 Maygarden Road, Pensacola, Florida 32504 (the "CBP Facility");

WHEREAS, the Company operates a fixed base operator ("FBO") facility at the Airport, and provides FBO services for many of the incoming general aviation international flights at the Airport under that certain Lease Agreement dated December 1, 1997, between the City, as lessor, and the Company, as lessee, as amended from to time to time ("the Lease");

WHEREAS, the City has requested that the Company collect, on behalf of the Airport, the fees and charges ("CBP Charges") assessed by the Airport to incoming general aviation international aircraft that are screened at the CBP Facility ("International Aircraft") upon the terms and subject to the conditions of this Agreement, and the Company has agreed to do so;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth hereinbelow, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Party, the City and the Company hereby agree as follows:

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

(2) This Agreement shall be effective commencing on the date that the last Party hereto executes this Agreement ("the Effective Date") and shall continue in effect until terminated by either Party upon not less than thirty (30) days prior written notice of termination to the other Party.

(3) Promptly upon the aircraft's arrival, the Company shall marshal International Aircraft to and from the CBP Security Area (also known as the "red box") located at the eastern terminus of Taxiway C2.

(4) The Company, at no charge to the persons being transported, shall provide airside escort for the crews and passengers of International Aircraft from the aircraft to the CBP Facility and from the CBP Facility to the aircraft, as directed by CBP officers. The Company shall at all times observe and abide by all Airport and FAA rules and regulations, including but not limited to the Airport's badging requirements, governing the escorting or transporting of personnel on, over, or across the Airport Operations Area.

(5) The Company, as agent of the City, shall collect the CBP Charges consistently for all International Aircraft in accordance with the schedule of CBP Charges attached to this Agreement as Exhibit "A", which schedule is hereby incorporated herein by reference. The CBP Charges and the attached schedule may be revised at any time and from time to time by the Airport, and upon the occurrence of any such revision, the City may unilaterally substitute the revised schedule for the schedule attached hereto as Exhibit "A" upon not less than five (5) days' written notice to the Company.

(6) The proceeds of the CBP Charges collected by the Company are the City's property, and the Company, as agent for the City, shall hold all such proceeds in trust for the City, and the Company shall have no interest, equitable or otherwise, in such proceeds, except as expressly provided in Section (7) below.

(7) The Company shall remit to the City ninety percent (90%) of all CBP Charges actually collected by the Company and may retain ten percent (10%) of all CBP Charges actually collected by the Company to compensate the Company for the expenses of performing this Agreement, including without limitation the costs of collecting and remitting such fees.

(8) The City's portion (90%) of such CBP Charges shall be paid to the City by the Company on or before tenth (10^{th}) day of the month immediately following the month in which they were collected. All such payments shall be accompanied by a report in a form and detail acceptable to the City, which at a minimum shall include, by aircraft which shall be duly identified, the dates of collection of the CBP Charges, an itemization of the CBP Charges actually collected.

(9) The Company shall use diligent, commercially reasonable efforts to collect the CBP Charges. If the Company is unable, despite diligent, commercially reasonable efforts, to collect the CBP Charges in any instance, then on or before tenth (10^{th}) day of each month, the Company shall provide to the City such information and documentation as the City shall reasonably request of reasons why the Company was unable to collect the CBP Charges and of the Company's efforts to collect such CBP Charges, including without limitation copies of invoices, emails, and letters sent to collect such CBP Charges.

The Company is entitled to rely on information provided by the aircraft owners and/or operators where such information is otherwise not readily available to the Company.

(10) A default by the Company under this Agreement shall constitute a default by the Company, as lessee, under the Lease.

(11) Insurance and Indemnification.

a. Prior to the Effective Date, the Company shall procure and maintain insurance of the types and to the limits specified in this Section 11 and Exhibit "B" hereto, all of which shall be in full force and effect as of the Effective Date. As used in this Section 11, "the City" is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents. The Company and the City understand and agree that the minimum limits of insurance herein required may become inadequate during the term of this Agreement. The Company agrees that it will increase such coverage to commercially reasonable levels required by the City within ninety (90) days following the receipt of written notice from the Airport Director.

b. Insurance shall be procured from an insurer whose business reputation, financial stability, and claims payment reputation are satisfactory to the City in its good faith discretion, for the City's protection only. Unless otherwise agreed, the amounts, form, and type of insurance shall conform to the minimum requirements contained in Exhibit "B" attached hereto and incorporated herein by reference.

c. Required insurance shall be evidenced by Certificates of Insurance, which shall provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal, or adverse change or restriction in coverage. The City shall be named on each Certificate (and the corresponding policy) as an Additional Insured and Loss Payee, as its interest may appear. Within ten (10) days after delivery of written request by the City, the Company shall furnish copies of the Company's insurance policies, forms, endorsements, jackets, and other items forming a part of, or relating to, such policies. Certificates shall be provided on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording on a Certificate that would make notification to the City of cancellation, adverse change, or restriction in coverage an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee.

d. The Company shall replace any cancelled, adversely changed, restricted, or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance regarding the new policies prior to the effective date of such cancellation, adverse

change, or restriction. If any policy is not timely replaced in a manner acceptable to the City, the Company shall, upon instructions from the City, cease all operations under this Agreement until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy of the Certificate shall be sent to Pensacola International Airport, Attn: Manager of Properties, 2430 Airport Boulevard, Suite 225, Pensacola, FL 32504.

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

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

g. Insurance is to be placed with insurers that have a current A.M. Best rating of no less than A: X.

h. THE COMPANY, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, SHALL, AND DOES HEREBY COVENANT AND AGREE TO, FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ARBITRATION

AWARDS, REGULATORY ACTIONS, ADMINISTRATIVE ACTIONS, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH, ENVIRONMENTAL REMEDIATION AND DAMAGE, AND PROPERTY DAMAGE, MADE UPON OR SUFFERED OR INCURRED BY THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO ANY BREACH OR DEFAULT BY THE COMPANY UNDER THIS AGREEMENT OR THE ACTIVITIES, ACTS OR OMISSIONS OF THE COMPANY, ITS SUCCESSORS OR ASSIGNS UNDER THIS AGREEMENT OR AT OR WITHIN THE AIRPORT, OR ARISING OR OCCURRING IN, ON, UNDER OR ABOUT AIRPORT PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY ACTS OR OMISSIONS OF THE COMPANY, ITS SUCCESSORS OR ASSIGNS, INCLUDING ANY OF ITS OR THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, CONSULTANTS, CONTRACTORS OR SUBCONTRACTORS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM NEGLIGENCE OF THE CITY, ITS OFFICERS, OR EMPLOYEES IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. THE COMPANY SHALL FULLY AND FOREVER RELEASE, HOLD HARMLESS, DEFEND, AND INDEMNIFY THE CITY FROM ALL SUCH COSTS, INCLUDING, BUT NOT LIMITED TO, LEGAL FEES AND EXPERT FEES EVEN THOUGH A JURY MAY FIND THE COMPANY AND THE CITY JOINTLY LIABLE OR THE CITY TO BE CONTIRUBTORILY OR COMPARATIVELY NEGLIGENT. THE CITY SHALL, UPON NOTICE THEREOF, TRANSMIT TO THE COMPANY EVERY DEMAND, NOTICE, SUMMONS, OR OTHER PROCESS RECEIVED IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN.

i. Nothing in this Section 11 shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against the City. This Section 11 shall in no way be construed as a waiver, in whole or in part, of the City's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

j. The City shall not, in any event, be liable to the Company or to any other person or entity for any acts or omissions of the Company, its successors, assigns or sublessees or for any condition resulting from the operations or activities of any such person or entity. Without limiting the generality of the foregoing, the City shall not be liable for the

Company's failure to perform any of the Company's obligations under this Agreement or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by the City. Any other provision of this Agreement to the contrary notwithstanding, in no event shall the City shall be liable to the Company or any other person for any special, consequential, exemplary or punitive damages by reason of any breach or default by the City under this Agreement, including without limitation any loss of income or profits, loss of business, damage to reputation or other loss or damages suffered by the Company arising from the interruption or cessation of the business conducted by the Company under this Agreement.

k. The Company agrees to pay on behalf of the City, and to provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims or other actions or items described in this Section 11. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

(12) This Agreement shall be enforceable by and against the Parties and their respective successors and assigns.

(13) This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and all prior agreements, discussions, negotiations, and understandings regarding the subject matter hereof are hereby superseded. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(14) In the event of a dispute or disagreement between the Parties with respect to the interpretation of this Agreement or in the event of a default by either Party under this Agreement, whether or not resulting in litigation, the prevailing Party or the non-defaulting Party, as the case may be, shall be entitled to recover from the other Party the reasonable attorneys' fees and costs incurred in connection with such dispute, disagreement, or default.

(15) The Company, at its sole cost and expense, shall procure all permits, licenses, certificates, and other approvals in the performance and completion of the Company's obligations under this Agreement as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with this Agreement.

(16) No waiver, alteration, consent, or modification of any of the provisions of the Agreement shall be binding upon the Parties unless in writing and signed by the Company and the Mayor or his/her designee on behalf of the City.

(17) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The laws of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Agreement.

(18) Venue for any claim, actions, or proceedings arising out of this Agreement shall be Escambia County, Florida.

(19) The Company shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Agreement.

(20) The rights and privileges conferred by this Agreement shall not be assigned or transferred, in whole or in part, by the Company without the written consent of the City in its sole and absolute discretion.

(21) This Agreement contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party.

(22) The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Agreement by the Company, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

(23) 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.

(24) In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the day and year first above written.

PENSACOLA AVIATION CENTER, LLC

Charles Hudgens
Manager, Charles C. Hudgens

Witnesses to Signature:

By: Kimberly A Fields

By: Adavis

(SEAL)

CITY OF PENSACOLA, FLORIDA

Mayor, D.C. Reeves

Attest:
City Clerk, Ericka L. Burnett

Approved as to Substance:

Department Director

Legal in form and execution:

City Attorney

EXHIBIT "A"

SCHEDULE OF CBP CHARGES

Small Piston Single (Class 1-3)	$150
Large Single / Medium Twin (Class 4-9)	$220
Large Twin / Light or Medium Turboprop (Class 10-11)	$300
Large Turboprop / Light Jet / Medium Jet (Class 12-14)	$500
Medium or Large Jet (Class 15-17)	$700
Outside posted hours add	$300
Commercial flights, 15+ seats, additional per pax	$25
Regulated garbage, per bag	$250

Effective 5/1/2023

Pensacola Aviation Facility Fees

Class 1 - NO FEE

Model	Make
C-120/C-140	Cessna
C-150/C-152	Cessna
C-162/Skycatcher	Cessna
CTL Sport	Experimental
Skipper	Beechcraft
Tomahawk	Piper

Class 2 - NO FEE

Model	Make
Archer	Piper
Arrow	Piper
Colt	Piper
Cub	Piper
C-172/Skyhawk	Cessna
C-177/Cardinal	Cessna
C-182/Skylane	Cessna
Cherokee	Piper
Dakota	Piper
Decathalon	Champion
Great Lakes	Waco
Husky	Aviat
Luscombe	Luscombe
Maule	Maule
Musketeer	Beechcraft
Pitts	Aviat
RV-3 - RV-12	Experimental
Scout	Champion
Sierra	Beechcraft
Super Cub	Piper
Super Cruiser	Piper
Sundowner	Beechcraft
Tiger	Grumman
Warrior	Piper

Class 3 - NO FEE

Model	Make
Bellanca/Viking	Bellanca
Bonanza Debonair	Beechcraft
Bonanza 33	Beechcraft
Bonanza 35	Beechcraft
Bonanza A36	Beechcraft
Cirrus/ SR-22/SR-20	Cirrs
C-170/C-185/Birdog/L-19	Cessna
C-210/Centurion	Cessna
C-210 pressurized	Cessna
C-210 turbo	Cessna
Commanche/PA-24	Piper
DA-40	Diamond
Glasair	Glasair
Lancair	Lancair
Long EZ	Experimental
Mooney	Mooney
Navion	North American
Partanavia Technam	Partanavia
Questar	Experimental
Trinidad	Socata
Very EZ	Experimental
Pawnee	Piper
Agwagon	Cessna
Crop Duster	Miscellaneous
Commander	Single Engine
Yak/Nanchang	Yak Nanchang
T-34	Beechcraft
200	Meyers

Class 4 - NO-FEE

Model	Make
C-195	Cessna
C-206/Stationair	Cessna
Cherokee 6/PA-32	Piper
Columbia/C-300-400	Columbia
Cessna TTX	Cessna
Extra	Experimental
Lance/PA-32	Piper
Lance II/PA-32	Piper
Saratoga/PA-32	Piper
Staggerwing	Beechcraft
Stearman	Stearman
Waco	Waco
Jet Prop	Beechcraft

Class 5 (20 gal. or $50)

Model	Make
Apache/ PA-23	Piper
Duchess	Beechcraft
Travelair	Beechcraft
Twin Commanche	Piper
Seminole	Piper

Class 6 (30 gal. or $75)

Model	Make
Aztec	Piper
Baron	Beechcraft
C-310	Cessna
C-320	Cessna
Seneca	Piper
Aerostar	Piper

Class 7 (30 gal. or $75)

Model	Make
Malibu/PA-46	Piper
Malibu/Matrix	Piper
Malibu/Mirage	Piper
Malibu/Jet Prop	Piper
PC-6	Pilatus
Helio Courier	Helio Aircraft Co

Class 8 (40 gal or $100)

Model	Make
Airvan	GA
Caravan	Cessna
Quest	Kodiak
TBM	Socata
T-6 (Military)	T-6(Military)
Meridian	Piper
Extra 400	Extra
Epic	Epic Jet
Evolution	Evolution
Air Tractor	Air Tractor

Class 9 (40 gal. or $100)

Model	Make
Commander 540-602	Rockwell
C-337	Cessna
C-340	Cessna
C-401	Cessna
C-402	Cessna
C-404	Cessna
DA-42	Diamond
Navajo/PA-31	Piper
Navajo/Cheifan	Piper
Navajo/Panther	Piper
Widgeon	Grumman
Beagle	Hrbish
Duke	Beechcraft

Class 10 (50 gal or $125)

Model	Make
C-414	Cessna
C-421	Cessna
Navajo Pressurized	Piper
Mojave	Piper
Queen Air	Beechcraft
Twin Bonanza	Beechcraft
Islander	Britain-Norman
Twin Beech	Beechcraft

Class 11 (70 gal or $175)

Model	Make
Merlin I & II & III	Fairchild
C-441 (Conquest)	Cessna
Cheyenne I & II	Piper
King Air 90	Beechcraft
King Air 100	Beechcraft
Turbo Commander 690-1000	North American
MU II	Mitsubishi
Merlin I & II & III	Swearington/Fairchild
Vision Jet	Cirrus
Eclipse Jet	Eclipse

Class 12 (90 gal. or $225)

Model	Make
Cheyenne III & 400	Piper
King Air 200	Beechcraft
Piaggio Avanti	Piaggio
Pilatus PC-12	Pilatus

Class 13 (130 gal. or $325)

Model	Make
Mustang/C510	Cessna
CJ1/C525	Cessna
CJ2	Cessna
Citation I	Cessna
Beechjet 400 (Hawker 400)	Beechcraft
Diamondjet	Mitsubishi
Premier	Beechcraft
Falcon 10/100	Dassault
Duck	Grumman
Lear 24	Lear
Lear 25	Lear
Lear 30	Lear
Lear 31	Lear
Lear 35	Lear
Phenom 100	Embraer
HondaJet	Honda

Class 14 (140 gal. or $350)

Model	Make
CJ3	Cessna
CJ4	Cessna
Citation II/Bravo	Cessna
Citation V/Ultra	Cessna
King Air 300-350	Beechcraft
Goose	Grumman
Falcon 20/200	Dassault
Lear 60	Lear
Lear 55	Lear
Sabreliner	North American
Phenom 300	Embraer
Twin Otter	Dehaviland
Westwind/Jet Commander	NAA/IAI
PC-24	Pilatus

Class 15 (150 gal. or $375)

Model	Make
Citation 560/Excel/XLS	Cessna
Citation III	Cessna
Starship	Beechcraft
Mallard	Grumman
Albatross	Grumman
Lear 45	Lear
Lear 75	Lear
Westwind	North American
Astra	Gulfstream
Sabreliner	North American
Jetstar	Lockheed
Hawker 800-1000	Hawker
G-150/200	Gulfstream
Challenger 300-604	Bombardier

Class 16 (250 gal. or $625)

Model	Make
Citation Sovereign	Cessna
Citation X	Cessna
Citation Latitude	Citation
Beech 1900	Beechcraft
Falcon 50	Dassault
Falcon 900	Dassault
Falcon 2000	Dassault
GI	Gulfstream
G-280 Galaxy	Gulfstream
Metroliner/Merlin III	Fairchild
Legacy	Embraer
Challenger 800	Bombardier
Hawker 4000	Hawker
Dash 8	Dehaviland

Class 17 (300 gal. or $750)

Model	Make
GII	Gulfstream
GIII	Gulfstream
GIV	Gulfstream
G300/450	Gulfstream
Embraer 135/140	Embraer

Class 18 (400 gal. or $1000)

Model	Make
G500-550	Gulfstream
G650	Gulfstream
G7	Gulfstream
Global Express	Bombardier
Global 5000	Bombardier
Falcon 7X	Dassaut
EMB-145	Embraer

Must Get PPR

If an aircraft doesn't receive the minimum gallon requirement to waive the Facility Fee, the remaining quantity of fuel will then be multiplied by $2.50 per gallon and added to the fuel invoice.

Revised 09-28-2022

EXHIBIT "B"

Insurance Requirements				
Type				**Amount**
((1)	Worker's Compensation and Employer's Liability			Statutory $1,000,000/$1,000,000/$1,000,000
(2)	Broad Form Commercial General Liability Policy to include coverage for the following:			Combined Single Limit for Bodily Injury and Property Damage of $5,000,000 per occurrence or its equivalent with an aggregate of not less than $5,000,000
	(A)	Premises Operations		
	(B)	Independent Contractors		
	(C)	Products/Completed Operations		
	(D)	Personal Injury		
	(E)	Contractual Liability		
(3)	Automobile Liability (any automobile)			Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence or its equivalent in excess of umbrella coverage, $5,000,000 per occurrence or its equivalent in excess of umbrella coverage for vehicle(s) with access to the Air Operations Area.
(4)	Airport Liability including coverage for premises, operations, products and completed operations and independent contractors.			$10,000,000 per occurrence, combined single limit, written on an occurrence form
(5)	Pollution Legal Liability for transporting or handling hazardous materials or regulated substances			$3,000,000 per occurrence, with an annual aggregate not less than $5,000,000
(6)	Environmental Impairment Liability			$3,000,000 per occurrence, with an annual aggregate not less than $5,000,000
(7)	Aircraft Liability			$3,000,000 per occurrence

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00408 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AIRPORT - LEASE AGREEMENT WITH SKYWARRIOR FLIGHT TRAINING, LLC FOR AIRPORT PROPERTY LOCATED AT 2400 AIRPORT BOULEVARD

RECOMMENDATION:

That City Council approve the lease agreement with Skywarrior Flight Training, LLC. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this lease agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Skywarrior Flight Training has been providing flight training services to the General Aviation community from Pensacola Aviation Center since 2009. In 2015, Skywarrior expanded its operation by purchasing a facility at 4211 Maygarden Road from Lifeguard Air Ambulance, Inc. Skywarrior now wishes to further expand its facility, but is in need of temporary space until construction of a new facility is complete.

Airport staff met with Skywarrior staff to discuss short-term leasing of space formerly occupied by DynCorp International. The space is currently vacant and is available only until construction begins on the planned concourse expansion into that area.

This lease agreement will provide Skywarrior space to set up temporary training facilities for up to eighteen (18) months while it constructs additional facilities at the General Aviation Corporate ramp. Skywarrior will be required to pay the current ground rental rate similar to other airside tenants and will provide any and all maintenance and improvements to the facility during the term.

PRIOR ACTION:

June 2015 - City Council approved assignment of land lease from Lifeguard Air Ambulance, Inc. to Skywarrior Flight Training, Inc.

FUNDING:

Budget: $0.00

Actual: $6,230.80 annually

FINANCIAL IMPACT:

Skywarrior will pay ground rent of $6,230.80 annually in non-airline revenue to the City.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/2/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1) Skywarrior Flight Training 2400 Airport Boulevard Lease

PRESENTATION: No

LEASE AGREEMENT

THIS LEASE AND OPERATING AGREEMENT (hereinafter referred to as “Agreement”), made and entered into this _____ day of _____, 20____, by and between the CITY OF PENSACOLA, a municipal corporation of the State of Florida, (herein referred to as the "City"), and Skywarrior Flight Training, LLC., a Florida limited liability company (hereinafter referred to as "Operator"),

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Pensacola International Airport (hereinafter referred to as "Airport") located in Escambia County, Florida, for the use and benefit of the public; and

WHEREAS, Operator desires to lease land on the Airport to provide commercial aeronautical services to the public pursuant to the terms of this Agreement; and

WHEREAS, it is in the best interests of the City to encourage commercial aeronautical services at the Airport;

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants and agreements herein contained, the City and Operator do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

Section 1. Recitals.

The recitals contained above are true and correct and are incorporated into this Agreement.

Section 2. Necessary Approvals.

Operator shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Agreement as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Agreement.

Section 3. No Waiver.

No waiver, alterations, consent, or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 4. Governing Law.

This Agreement is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any

claim, actions, or proceedings arising out of this Agreement.

Section 5. Venue.

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

Section 6. Leased Premises.

The City hereby leases and demises to Operator, and Operator hereby hires and takes from the City, the tract(s) of land (herein referred to as the "Leased Premises"), in Escambia County, Florida, and any and all rights, privileges, easements and appurtenances now or hereafter belonging to said tract(s) of real property, subject, however, to all liens, easements, restrictions and other encumbrances of record, provided such matters do not prevent Operator from conducting its business on the Leased Premises as contemplated herein. These premises encompass approximately 16,840 square feet of land, including improvements thereon, more particularly shown on Exhibit A attached hereto and incorporated by reference.

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

Automobile Parking shall be available to users of the Leased Premises on an “as-available” and “first-come” limited basis. Airport shall issue Operator a limited number of parking passes to be prominently displayed in visitor vehicles for parking privileges in predesignated areas of the adjacent parking lots, more particularly shown on Exhibit A attached hereto and incorporated by reference. No guarantee is made as to the number of parking passes to be issued and City reserves the right to increase or decrease the number of parking passes available to Operator at any time during the term of this Agreement.

Section 7. Grant of Use.

The City hereby grants Operator the exclusive right to the Leased Premises, and all of the improvements located thereon, to conduct on a non-exclusive basis, commercial aeronautical services/activities described as **Flight Training** in accordance with this Agreement, Operator's proposal for said operation, and in accordance with the Minimum Standards for Commercial Aeronautical Activities dated May 2012. The City further grants to Operator the rights of ingress and egress to and from the Leased Premises over Airport common use roadways, subject to any rules and regulations which may have been established or shall be established in the future by the City.

Operator shall not use, nor permit others to use, the Leased Premises, and any improvements thereon, for any commercial or non-commercial purpose, other than the authorized purposes set forth above, nor shall Operator use the Leased Premises to store any material not required for the prosecution of the authorized purposes. Should the Operator wish to perform any additional commercial aeronautical services from its leased premises, Operator shall make written application to the City requesting permission to provide such additional services. The City shall apply the criteria and standards embodied in the Minimum Standards for Commercial Aeronautical Activities as it may exist at the time or as it may have been replaced by another document outlining the minimum requirements to conduct commercial services at the Pensacola International Airport in determining whether to authorize Operator to perform such services. If the City determines that the Operator is qualified to perform the requested aeronautical services and if the Operator and City execute an addendum to the Lease setting forth the terms and conditions by which Operator shall perform the additional aeronautical services or activities, including any additional fees, then Operator shall be deemed authorized to perform said additional services or activities.

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the City herein reserves the right to grant similar privileges to another Operator or other Operators on other parts of the Airport.

Section 8. Environmental Responsibilities.

Environmental Compliance:

Operator agrees that no oils, petroleum products, synthetic lubricants, gasoline, solvents, or other hazardous materials may be permanently or temporarily stored on the Leased Premises. No storage tanks, either of the above ground type or below ground type, may be constructed or stored on the Leased Premises.

Small quantities of the above items that are necessary for the day to day operation of the Operator shall be permitted. However, the Operator will not store any one item in a quantity greater than 5 gallons and will not have a combined total of all such substances on the leased premises at any one time greater than 55 gallons, exclusive of the quantities that are contained in the fuel and power train systems of vehicles located upon the leased premises.

Upon request, the Operator shall provide a detailed listing of all such substances used in its day to day operations, and the past and current methods used for the handling and disposal of such material.

Operator shall comply with all laws, including, without limitation, any federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the

environment, air quality, hazardous substances or materials, or petroleum products that may apply to the use of the premises, as such laws are now or at any time hereafter in effect. In the event the premises become environmentally contaminated during the Operator's occupancy of the Leased Premises under this Agreement due to the Operator, its invitees, guests, licensees, officers, employees, agents, or independent contractor's negligence, inaction, or other acts, or acts of God ("Operator Contamination"), the Operator shall be responsible for all costs related to the environmental remediation of the premises as required by applicable governmental regulatory bodies. Operator may contest the remediation requirements of such regulatory bodies as applicable law may allow. Any Operator Contamination discovered after the termination of the lease and which was overlooked during the post-lease environmental assessment, shall still remain the sole responsibility of the Operator. The Operator shall defend and indemnify the City and hold the City harmless from and against any and all claims, losses, liabilities (including, without limitation, strict liability), damages, injuries, costs, expenses (including, without limitation, attorneys' fees), claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the City by any person, entity, or governmental agency for, with respect to, or as a direct result of Operator Contamination including without limitation all post-remediation sampling and additional supplemental remediation.

Operator acknowledges that the City is subject to Florida and/or Federal storm water regulations, 40 C.F.R/ Part 122, for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at Pensacola Regional Airport. Operator may not conduct any of the above operations unless 1) Operator is authorized by this agreement or any amendments thereto to conduct said operations, and 2) Operator has applied for and received a storm water discharge permit. Operator may petition the City to file as a co-permittee to the storm water discharge permit issued to the Pensacola Regional Airport. Operator acknowledges that it is the responsibility of the Operator to be familiar with the storm water regulations should it conduct any of the above activities and Operator is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

Operator shall cooperate with the City in minimizing the exposure of storm water to "significant materials" as defined in 40 C.F.R. Part 122(b)(12), and shall comply with the City's Storm Water Pollution Prevention Plan as it may currently exist or be changed in the future. Operator hereby agrees that it is solely responsible for the compliance and construction of any stormwater/surface water facilities, holding areas, treatment areas, diversionary fixtures or improvements, or other water flow control mechanisms deemed necessary by an authorized governmental entity due to Operator's use of the Leased Premises.

Section 9. <u>Compliance with Rules and Regulations</u>.

In addition to those environmental laws, ordinances, statutes, etc. outlined in Section 8, it is expressly understood that the Operator agrees to conform to all other Federal, State, or local laws and regulations, as well as all City of Pensacola Codes and Ordinances, all of which may apply to the services to be performed and that the City of Pensacola is to be held free and harmless from any act or failures by the Operator to do so.

The Operator shall obtain and maintain in force all licenses, permits and other certificates required by Federal, State, County, or Municipal authorities for its operation under the terms of this Agreement.

The Operator agrees to observe all security requirements of 49 CFR Part 1542 (formerly Federal Aviation Regulations Part 107), and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the City to ensure that employees, invitees, agents and guests observe these requirements.

If the City incurs any fines and/or penalties imposed by Federal, State, County, or Municipal authorities as a result of the acts or omissions of Operator, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then Operator shall be responsible to pay or reimburse the City for all such costs and expenses.

Section 10. Term.

The term of this Agreement shall commence at midnight on _____ (the "Commencement Date") and shall continue on a month-to-month basis for a term not to exceed eighteen (18) months.

Section 11. Rents & Fees.

In consideration of the rights and privileges herein granted, the Operator hereby covenants and agrees to pay the City upon commencement of this agreement a base ground rent, calculated on a square foot basis, of:

Lease Term	Annual Rate		Square Footage	Annual Rent
Commencement Date	$0.37	x	16,840 =	$6,230.80

Operator agrees to pay base ground rent due to the City, in advance on or before the tenth (10th) day of the month for which the rent is due. **No invoice will be sent.** Base ground rent for periods less than one month shall be prorated on a daily basis (365-day year). Operator shall be responsible for adding the applicable state and local sales tax to all base ground rental payments. Said payments shall clearly indicate what amount of the total payment is for ground rent and what amount is for state and local sales tax.

Any fees required under this Agreement which are not received when due shall accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment.

Section 12. Security Deposit.

Prior to commencing operations at the Airport pursuant to this Agreement, Operator must post with the City, and Operator must thereafter continuously maintain for the entire term, a security deposit equal to six months base ground rental. Operator may put up cash, a performance bond or a letter of credit, with said cash to be held by the City, to satisfy the requirements of this Section. The City will not pay interest on any such cash deposits. The performance bond or letter of credit to be provided by Operator and its surety shall be in a form acceptable to the City. The surety company or lender providing the letter of credit shall be licensed to do business in Florida, and shall be otherwise acceptable to the City. Operator shall be responsible for paying all required bond premiums or letter of credit fees.

An annually renewable Performance Bond may be substituted by the Operator in lieu of providing a single Bond or letter of credit. Such Performance Bond shall not contain any exclusion or condition based on a time-period for the discovery of, and the making of a claim for any loss which is less than one year after the expiration date of such Performance Bond. In other words, the Performance Bond shall allow the City to make a claim under the Bond, for losses which totally or partially occurred during the period of such Bond. Such extended claim discovery and/or claim reporting period shall be for a period of at least one year or longer after the expiration of such Bond. Such Bond shall not contain any wording which would allow for the cancellation or reduction in coverage under the Bond, other than at the listed expiration date, provided that 30-days notice of such expiration is given to the City before termination of coverage at any such expiration date.

The security deposit shall be payable to the City in the event Operator defaults in any of its monetary obligations to the City hereunder.

Section 13. Taxes and Assessments.

Operator shall be responsible for and shall promptly pay all property taxes; personal property taxes; all sales and other taxes measured by or related to the payments hereunder required under law; all license fees; and any and all other taxes, charges, imposts or levies of any nature, whether general or special, which, at any time, may be in any way imposed by local, state, or federal authorities, or that become a lien upon Operator, the City, the Leased Premises, or any improvements thereon, by reason of this Agreement or Operator's activities in, or improvements upon, the Leased Premises pursuant to this Agreement. The City warrants and represents that it shall not impose any taxes, assessments, or charges upon Operator during the term of this Agreement, except those imposed on all other businesses operating in the City of Pensacola.

Section 14. Public Records Act.

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

Section 15. Mandatory Use of E-Verify System.

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 16. Insurance and Indemnification.

Before starting and until termination of this Agreement, the Operator shall procure and maintain insurance of the types and to the limits specified in Attachment “B” attached hereto and incorporated by reference.

Section 17. Patents and Trademarks.

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

Section 18. Improvements.

Initial Improvements:

During the term of this Agreement, Operator shall have the right to construct, at its own expense, improvements, alterations, or additions to the Leased Premises to facilitate and further the authorized usage of the Leased Premises, provided that Operator conforms with all conditions of this Section including:

(a) the proposed improvements and alterations are submitted to the City for its prior review;

(b) the City determines, in its sole discretion (which discretion shall be reasonably applied and the determination not unreasonably delayed), that the proposed improvements and alterations will be consistent with the Airport's Master Plan, land use plan and architectural design and quality of construction in effect at the time of construction; and

(c) the improvements, alterations, and additions are to be constructed by qualified and licensed contractors and subcontractors.

General Construction Requirements:

Prior to the commencement of any construction activity, Operator shall submit detailed plans, specifications, and a construction time schedule for the improvements, to the City for approval. The Airport Director shall either approve or disapprove the plans and/or specifications submitted by the Operator. Approval by the Airport Director of any plans and specifications refers only to the conformity of such plans and specifications to the general architectural and aesthetic plan for the area assigned to the Operator. Such plans are not approved for architectural or engineering design or compliance with applicable laws or codes and the City, acting through the Airport Director, by approving such plans and specifications, assumes no liability or responsibility hereof or for defect in any structure or improvement constructed according to such plans and specifications. The Airport Director reserves the right to reject any design submitted and shall state the reasons for such action; provided, however, the Airport Director will not unreasonably deny such plans and specifications. No changes or alterations shall be made to said plans and specifications after approval by the Airport Director.

Immediately upon receipt of the City's written approval of said plans, specifications, and construction time schedule, Operator shall proceed with construction of said improvements. Work shall not be performed at times other than shown on the construction time schedule without the prior approval of the Airport Director.

Operator shall construct all improvements and additions to the Leased Premises at its own expense. Although the City has the right to review proposed improvement plans, and veto the plans if the plans are inconsistent with the airport development plans or construction quality and design control, pursuant to the standards set forth above, if the City does not veto said improvement plans, and Operator thereafter constructs the improvements, the improvements shall be commissioned and constructed at Operator's sole initiative and behest, and nothing herein shall be construed as an authorization by City to Operator to construct the improvements, or as an agreement by City to be responsible for paying for the improvements, and neither the Leased Premises, nor the City's interest in said Leased Premises or any improvements constructed thereon, shall be subjected to a mechanic's lien for any improvements constructed by Operator hereunder.

Where the cost of improvements exceed $100,000, the City may require Operator to post a bond or letter of credit or other security acceptable to the City guaranteeing payment for construction of the improvements, as a condition precedent to the commencement of construction of the improvements. Operator shall be responsible for assuring that all of the improvements, alterations and additions to the Leased Premises are constructed in accordance with applicable local, state and federal law. Operator shall reimburse the City for all costs and expenses, including attorney's fees, the City incurs:

(a) as a result of the fact that the improvements, additions, or alterations do not comply with local, state and federal law;

(b) in defending against, settling or satisfying any claims that the City is responsible for paying for improvements commissioned by Operator hereunder; or

(c) in defending against, settling or satisfying any mechanic's lien claims, asserted as a result of unpaid for improvements commissioned by Operator hereunder.

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

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

Operator shall provide City with one complete set of "as-built" drawings for each improvement, alteration, or addition made to the Leased Premises during the term of this Agreement.

Title to all of the Operator's trade fixtures and signs and personal property shall at all times during the term of this Agreement remain with the Operator.

Operator shall not remove or demolish, in whole or in part, any improvements upon the Leased Premises without the prior written consent of the Airport Director.

Section 19. Signs.

Operator shall have the right in accordance with applicable law, at its own expense for construction, erection and maintenance, to place in or on the Leased Premises a sign or signs identifying the Operator. Such sign(s) shall be of a size, shape and design, and at a location or location, approved in writing in advance by the Airport Director and in conformance with standards established by the Airport Director with respect to the Airport's overall directional graphics and sign program. Sign(s) and location(s) may be changed and altered from time to time with the written approval of the Airport Director, said approval not to be unreasonably denied or delayed. The Operator, upon written request from the City, shall remove, at the Operator's expense, all lettering and signs so erected on the Leased Premises at the expiration or sooner termination of this Agreement.

Section 20. Vending Machines.

No amusement or vending machines or other machines operated by coins or tokens shall be installed or maintained in or upon the Leased Premises, or any improvements or additions thereon, except with the permission of the City, and the number, type, kind and locations thereof shall be solely in the discretion of the City. Operator shall not permit the installation of any such machines, except by a concessionaire authorized by the City or unless the City agrees to Operator or its subtenants installing their own machines for use by the employees and guests of Operator and its subtenants.

Section 21. Maintenance.

During the term of this Agreement, Operator agrees, at its own expense, to maintain and keep in good condition and repair, all portions of the Leased Premises, including any improvements, alterations, or additions thereon, and any utility lines thereon or thereunder. As used herein, maintenance shall include, without limitation, the upkeep, repair, and replacement of all structural and non-structural aspects of the Leased Premises and all existing and future improvements thereto. Maintenance shall include, but not be limited to:

1. The maintenance of all hangars, fencing (excepting the airport perimeter fence), landscaping, irrigation, foundations, walls, roofs, drainage installations, curbs, islands, sidewalks, driveways, aircraft ramp, aircraft taxilanes, parking areas (vehicular and aircraft), and Operator-constructed and/or modified vehicular and aircraft ingress/egress and access-ways provided for in this Lease;

2. The maintenance of all interior and exterior utility lines, equipment, fixtures and connections in accordance with Section 22, Utilities;

3. The maintenance of all interior and exterior doors, locks, walls, windows, ceilings and partitions;

4. The maintenance of all interior and exterior lighting fixtures and standards including bulbs, tubes, ballasts, starters, switches and outlets;

5. All interior and exterior painting;

6. All janitorial, pest control and security services.

The City shall not be liable for damage caused by wind, water, steam, sewage, snow, ice, gas, bursting or leaking of pipes or plumbing or electrical causes, unless the damage is proved to be the result of gross negligence of the City.

The City shall have no responsibility for maintenance, repair, or replacement of the Leased Premises or any Operator Improvements. The Operator, at its sole cost and expense, shall provide custodial service and other service(s) required by the Operator, and the City shall have no obligation therefore.

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

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

Should Operator fail to comply with the terms and conditions of this Section within a period of thirty (30) days following written notice of such failure, or for those items that cannot be reasonably cured within 30 days, Operator undertakes to cure and diligently pursues such cure, the City reserves the right to take any action to cure said failure. Should the City take action to cure failures, the Operator shall pay to the City an amount equal to the city's cost for such actions plus a ten percent (10%) administrative charge. Said payment is to be made by the 10th day of the following month in addition to any other payments due.

Section 22. <u>Utilities</u>.

During the term of this Agreement, Operator shall be responsible for providing, maintaining, and repairing, at its sole cost and expense, all utilities, including, but not limited to telephone, lighting, heating, air conditioning, water, gas, sewer, and electricity, required for the Leased Premises and any improvements, alterations, or additions thereon. Further,

the Operator shall be responsible to repair any damage to the utility lines caused by its construction.

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

The City, or the utility company as the case may be, will be responsible for utility lines up to said point(s) where the utility lines enter upon the leased premises. Should Operator have a problem with any exterior utility line and it be determined that said problem exists at a point prior to where the line enters upon the Leased Premises, Operator shall coordinate the required maintenance and repair with both the appropriate utility company and the City.

The Operator may, at its sole cost and expense, install any additional utilities at the Leased Premises as it so desires, provided that Operator shall be responsible for obtaining any easements necessary to make such utilities available to the Leased Premises and the Operator complies with all provision of Section 18, Improvements herein.

The City reserves to itself the right, at its expense, to install, maintain, repair, replace, or remove and replace water or sewer pipes, electrical lines, gas pipes, or any other utilities or services located on the Leased Premises as necessary or appropriate, in the City's judgment, to make such utilities available to the City or other tenants, along with the right to enter the Leased Premises at all reasonable times in order to accomplish the foregoing, provided, however, that (i) the City shall take reasonable precautions to avoid the disruption of the Operator's authorized activities; (ii) the alteration and additions after installation do not lessen the utilities previously available to Operator; (iii) the City and/or the ultimate user of such utilities will be responsible to repair and maintain such utilities; (iv) such utilities will be separately metered for different users; and (v) except as noted in the first paragraph of Section 22, the City will repair any damage resulting from said installation, maintenance, repair, replacement, or removal operations.

The Operator shall be solely liable for the cost of all utility consumption on the Leased Premises and the Operator shall obtain separate meters accordingly.

Section 23. <u>Damage or Destruction</u>.

Operator shall be liable for any damage to the Airport and to any improvements thereon caused by Operator, its partners, officers, agents, invitees, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which Operator is liable shall be made by Operator unless the City determines that it is more appropriate for the City to make the repairs; provided, however, notwithstanding anything herein to the contrary, repairs to the improvements constructed by Operator may be made by the Operator unless Operator fails

to undertake such repairs as set forth below. In such a case, the City shall make the repairs at Operator's expense. All repairs for which Operator is liable and which are not undertaken after the City has given Operator notice to so do shall be performed by the City, in which event Operator shall reimburse the City for the cost thereof, plus a ten percent (10%) administrative charge, and said amount shall be due by the 10th day of the following month in addition to any other payment due.

In case of damage to or destruction of the improvements upon the Leased Premises, the Operator, at its sole expense, shall commence the repair or reconstruction of the improvements within sixty (60) days thereafter and diligently complete such repair or reconstruction within a reasonable time period and to a condition as near as reasonably practicable to the condition thereof immediately prior to such damage or destruction. In accordance with Section 16, Insurance and Indemnification, a period of more than 12 months shall be deemed unreasonable. In the event the Operator fails to commence repairs within the specified time, then, at the City's sole discretion, this Agreement shall terminate or the City may exercise its remedies under this Agreement.

In the event this Agreement terminates pursuant to the paragraph above, the City shall notify the Operator whether the City elects that (1) the Operator surrender possession of the Leased Premises to the City immediately and assign the City (or, if the same has already been received by the Operator, pay to the City) all of its right, title and interest in all of the proceeds from the casualty insurance upon the Leased Premises specified in Section 16, Insurance and Indemnification, and pay to the City an amount equal to the Operator's deductible thereunder, or (2) the Operator at its sole cost and expense, within four (4) months after the receipt of the City's notice as aforesaid, tear down and remove all parts of the improvements then remaining and the debris resulting from such fire or other casualty and otherwise clean up the Leased Premises, and place the area in a condition similar to that when it was first provided to the Operator. In all events, the Leased Premises shall be free and clear of liens, including the lien of any leasehold mortgage, arising by, through or under the Operator. In the event the City elects option (2) hereunder, within five (5) days after the completion of such cleanup and restoration, the Operator shall surrender to the City possession of the Leased Premises, cleaned up as aforesaid, and assign to the City (or if the same has been received by the Operator, pay to the City) all of the insurance proceeds from the insurance upon the Leased Premises specified in Section 16, Insurance and Indemnification, plus the amount of any deductible thereunder, minus the costs of cleanup and restoration.

In the event of damage or destruction to the Leased Premises, it is expressly understood that Operator shall continue to be liable for complying with all terms and conditions of this Agreement, including fees payable, during the time required for Operator to fulfill its obligations hereunder.

Section 24. <u>Right to Enter</u>.

The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the Leased Premises and any improvements and alterations thereon at reasonable times (and in an emergency, any time) for the following purposes:

1. To inspect such premises to determine whether Operator has complied and is complying with the terms and conditions of this Agreement.

2. To perform maintenance and make repairs in any case where Operator is obligated but has failed to do so.

3. In the exercise of City's police powers.

Section 25. Quiet Enjoyment.

The City warrants and represents that it has good and marketable title to the Leased Premises free of encumbrances. The City represents that upon payment of fees when due and upon performance of all other conditions required herein, and under other agreements between the parties, Operator shall peaceably and quietly have, hold, possess and enjoy the Leased Premises, and all improvements thereon, for all terms under this Agreement, subject to the City's rights of inspection and maintenance contained herein.

Section 26. Non-Discrimination.

Operator, for itself, its personal representatives, successors in interest, assigns and subtenants, as part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, religion, sex, national origin, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Premises and any improvements thereon; (2) no person on the grounds of race, color, religion, sex, national origin, or disability shall be subjected to discrimination in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services therein; and (3) Operator shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the secretary, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

Operator shall furnish its accommodations and/or services on a fair, equal, and non-discriminatory basis to all users thereof and it shall charge fair, reasonable, and non-discriminatory prices for each unit or service, PROVIDED THAT Operator may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

In the event of breach of any of the above non-discrimination covenants, the City shall have the right, subject to rights of cure otherwise set forth herein, to terminate this agreement and to re-enter and repossess said Leased Premises and hold the same as if said agreement had never been made or issued.

Section 27. Waiver.

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

Section 28. Default and Remedies.

Events of Default: Subject to any cure periods otherwise set forth herein, the following shall constitute defaults by Operator:

1. Failure to pay any fees or any other monies owed hereunder, or under any other agreements between the parties, when such fees and monies are due.

2. The failure to keep any covenant, agreement, or obligation covered under this Agreement, Operator's proposal for the operation, or under any other agreement between Operator and the City.

3. Should the operation of the Operator change to such an extent that it is no longer able to meet the criteria set forth in its proposal for said operation or in the Minimum Standards for Commercial Aeronautical Activities for the initial activities permitted under this Agreement and Operator desires to continue with reduced or other services, Operator must make written application to the City to request a modification to said operation. Said modification to the permitted activities will be reviewed in accordance with Section 7 to determine if Operator may conduct said reduced or other services. ***Requests to modify the authorized activity shall not be unreasonably denied.*** Failure to make this application, or should the application be denied, the continuing operation of said reduced or other services, shall constitute a default.

4. Operator undertakes any other commercial or noncommercial service or activity not specifically permitted under this Agreement.

5. If any court shall take jurisdiction of Operator and its assets pursuant to any proceeding other than under the provisions of the Bankruptcy Reform Act of

1978, or if a Receiver for Operator's assets is appointed, or if Operator shall be divested of its rights, powers, and privileges under this agreement by other operation of law, other than under the Bankruptcy Act of 1978.

6. Subject to casualty and the terms of Section 23, Damage or Destruction, hereof, ***and paragraph 3 above***, abandonment of Operator's operations, which shall be defined as Operator's failure to conduct regular and continuing operations on the Leased Premises in accordance with the requirements hereof for six months.

7. A default in, or the termination of any other agreement between Operator and the City, or default in or the termination of any sublease executed between Operator and any third party pursuant to which Operator is entitled access to land, buildings, improvements, or any portions thereof, located on the Airport, or to do business on the Airport.

   Should the City so request in writing after execution of this Agreement, Operator shall provide a copy of the additional agreements pursuant to which Operator is authorized to do business on the Airport, within ten (10) days of said notice. The failure to provide copies of said agreements shall also constitute a default on Operator' s part and shall entitle the City to exercise any and all of its default powers set forth in this Agreement.

Remedies Upon Default: Upon the occurrence of any of the events of default set forth above, the City may exercise any one or more of the following remedies. These remedies shall be cumulative and not alternative:

1. The City may sue for recovery of all damages incurred by the City, including incidental damages, consequential damages, if any, and attorney's fees;

2. The City may utilize any portion, or all, of the security deposit provided by Operator to remedy the default and to reimburse the City for any damages, including attorney's fees and other expenses of collection that it may sustain as a result of the default. In such event, Operator shall not be permitted to resume operations under this Agreement until such time as it furnishes another security deposit that satisfies the requirements of Section 12, Security Deposit. However, this Agreement shall not be deemed terminated during said period unless written notice of termination shall have been given and become effective in accordance with subparagraph 3, below;

3. The City may terminate this Agreement and, at the option of the City, any other agreement in effect between the City and Operator. The termination of these agreements, however, shall only be effective upon written notice of same provided by the City to Operator. In no event shall this Agreement be construed to be terminated unless and until such notice is provided. The

termination may be effective immediately upon provision of said notice, or at any other time specified in the notice. If this Agreement is terminated, Operator shall continue to be liable for: (a) the performance of all terms and conditions and the payment of all monies due hereunder prior to the effective date of said termination; (b) all damages, including attorney's fees and other expenses of collection, incurred as a result of any default; and (c) all conditions, terms and obligations in Section 16 entitled Insurance and Indemnification of this Agreement.

4. The City may utilize any other remedy provided by law or equity as a result of any events of default.

5. Notwithstanding anything in this Lease to the contrary, Operator will not be in default under this Lease unless and until Operator defaults in the payments of rent, and fails to pay said rent for a period of thirty (30) days after receipt of notice from City, or Operator defaults in the performance of any provision under this Lease and fails to cure said default within thirty (30) days of receipt of notice from City, or, if such default is of a nature that it could not reasonably be cured within thirty (30) days after receipt of such notice and Operator does not commence and proceed with reasonable diligence and in good faith to cure such default.

6. Notwithstanding anything to the contrary provided for in this Section, or elsewhere in this Agreement, the rights of City, in the event of a default, may not be exercised until any Lender, or to the person or firm designated by any such Lender to accept such notices, is notified of such default and is given the opportunity to cure said default in accordance with Section 28.

Section 29. Non-Default Termination Events.

A. Non-Default Termination Events:

The occurrence of any of the following shall constitute a termination hereunder and entitle the Operator to terminate this Agreement by giving ninety (90) days written notice:

1. The lawful assumption by the United States of America, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict the Operator from operating there from for a period in excess of ninety (90) days.

2. The abandonment of the Airport as an airport or airfield for a period greater than ninety (90) days.

B. Termination for Other Purposes:

If the City at any time during the term of this Agreement determines, in its sole judgment, that the Leased Premises are required for other airport purposes, and not for purposes identical to that performed by operator, the City shall have the right to terminate this Agreement by giving the Operator thirty (30) days written notice.

C. Lost Profits:

The City shall not be responsible to the Operator for any lost profits, expenses, liabilities or claims whatsoever that may result from termination by the Operator or the City pursuant to this Article.

Section 30. Force Majeure.

Subject to the provisions herein concerning the payment of fees and other monies by Operator to the City, and except as otherwise expressly provided herein, neither the City nor Operator shall be liable for any failure, delay, or interruption in performing its obligations hereunder (other than the Operator's obligations to pay fees and other monies) due to causes or conditions beyond their control; by which is meant acts of God, the elements, weather conditions, earthquakes, fire, acts of governmental authority (other than the City or agency thereof), war, shortage of labor or materials, acts of third parties for which neither the City nor Operator is responsible, injunctions, labor troubles or disputes of every kind (including those affecting the City, Operator, their contractors, suppliers, or subcontractors), or any other condition or circumstance, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such conditions or circumstances), which is beyond the control of the City or Operator or which could not be prevented or remedied by reasonable effort and at reasonable expense.

Section 31. Surrender Upon Termination.

Upon the expiration or sooner termination of this Agreement, for any reason whatsoever, Operator shall peaceably surrender to the City possession of the Leased Premises ***together with any improvements, alterations, or fixtures previously constructed by Operator or the City within the Leased Premises, and any of the City's personal property located thereon, in as good a condition as the Leased Premises and improvements, alterations and fixtures constructed thereon were initially provided to, or constructed by, the City or Operator***, ordinary wear and tear excepted, without any compensation whatsoever, and free and clear of any claims or interests of Operator or of any mortgages or any other third party whose position was derived from or through Operator. If any of said Leased Premises are encumbered by a mortgage or lien at the time of expiration or sooner termination of this Agreement, Operator shall be responsible for eliminating said mortgage or lien and shall hold the City harmless therefrom.

Upon the expiration or sooner termination of this Agreement, Operator shall have the right to ***remove its items of personal property, trade fixtures and signs from the Leased Premises through thirty (30) days after the close of business on the day of expiration or sooner termination of this Agreement. Should the Operator fail to remove its personal property, trade fixtures and signs within said time, the City shall have the right to remove said personal property, trade fixtures and signs and to place said items into storage at Operator's behalf and at Operator's sole cost and expense. The City shall be entitled to reasonable rental from Operator for the use of the Leased Premises occupied by Operator's personal property, trade fixtures and signs until the City places the material into storage.***

Title to all personal property and trade fixtures and signs not removed by Operator from the Leased Premises or claimed from storage within thirty (30) days of the expiration or sooner termination of this Agreement shall be subject to the City taking ownership of such personal property and trade fixtures and signs, without payment by the City to Operator of any compensation whatsoever, and said personal property and trade fixtures and signs shall thereafter be owned by the City free and clear of any claim or interest by Operator or of any mortgagee or any third party whose position was derived from or through Operator.

Section 32. Renewal.

Operator has no guaranteed or preferential right, as against other third parties, of reletting the Leased Premises following the termination of this Agreement. Should Operator desire to relet the Leased Premises following the termination of the term of this Agreement, Operator shall submit an application for Lease in accordance with Airport leasing rules and regulations in effect at that time. Operator's application will be reviewed by the City along with other applications, if any, in accordance with then applicable Airport leasing rules and regulations.

Section 33. No Substitution of Premises.

Operator understands and agrees that the City has the right to take all or any portion of the Leased Premises should the City in its sole discretion determine that said portion of the Leased Premises, and improvements thereon, are required for other Airport purposes and not for purposes identical to that performed by operator.

Section 34. Airport Development Rights.

The City reserves the right to further develop or improve all areas within the Airport, including landing areas, as the City may determine in its sole discretion, which discretion shall not unreasonably be exercised, to be in the best interests of the Airport, regardless of the desires or views of Operator, and without further interference or hindrance from Operator.

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

Section 35. Subordination.

This Agreement shall be subordinate to existing and future Airport Bond Resolutions. This agreement shall also be subject to and subordinate to agreements between the City and State and Federal agencies for grants-in-aid and to the provisions of any agreements heretofore made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights of property to the City for Airport purposes, or to the expenditure of federal funds for the extension, expansion, or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Airport Act of 1958, as it has been amended from time to time. Any agreement hereafter made between the City and the United States will not be inconsistent with rights granted to Operator herein.

Section 36. Assignment.

Operator shall not assign its rights, title and interest herein without the written consent of the City, said consent not to be unreasonably denied or delayed. If an assignment is made, Operator shall continue to be liable, jointly and severally, with its assignee, for the fulfillment of all terms and conditions arising under this Agreement subsequent to the assignment, unless the City releases Operator in writing for such liability for future obligations. The release shall be effective only if made in writing. All subsequent assignors and assignees shall be subject to this Section as if they were the original operator/assignor.

Section 37. Sublease.

Operator may not sublease all or any portion of the Leased Premises or all or any portion of the improvements thereon, without first obtaining written consent of the City, said consent not to be unreasonably denied or delayed. Any such sublease must be in writing and be made subject to the terms and conditions of this Agreement. In addition, before any sublease may take effect, any suboperator must execute an agreement with the City, in a form and for a fee acceptable to the City, by which such suboperator is authorized to do business on the Airport.

Section 38. Successors.

The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

Section 39. Partial Invalidity.

If any term or condition of this Agreement or application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Agreement and the application of such term, covenant, or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 40. Notices.

All notices by either party to the other shall be made by depositing such notice in the registered or certified mail of the United States of America, postage prepaid, or with another delivery service requiring signature and receipt, and such notice shall be deemed to have been served on the date of such depositing correctly addressed notice in the registered or certified mail unless otherwise provided. All notices to the City shall be mailed to:

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

All notices to Operator shall be mailed to:

George Sigler
Skywarrior Flight Training, LLC
4211 Maygarden Road
Pensacola, Florida 32504

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

Section 41. Representations Regarding Authority.

The City represents that it has the authority to enter into this Agreement and grant the rights contained herein to Operator.

If Operator is a limited or general partnership, the undersigned warrants and represents that (1) he/she is a general partner of said partnership; (2) his/her execution of this Lease is in the usual course of the partnership's business; and (3) by his/her execution of this Lease, the partnership shall be deemed a signator to this Lease in the same fashion as if all of the general partners of the partnership had executed this Lease.

If Operator is a corporation, the undersigned warrants and represents that (1) he/she is an agent of the corporation; (2) he/she is authorized to execute this Lease on the corporation's behalf; and (3) the corporation shall be bound as a signator to this Lease by his/her execution of this Lease.

Section 42. Relationship of Parties.

It is understood that the City is not in any way or for any purpose a partner or joint venturer with, or agent of, Operator in the use of the Leased Premises or any improvements thereon, for any purpose.

Section 43. Airport Protection.

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

The Operator shall not erect or permit the erection or growth of, or permit to remain in or on the Leased Premises, any structure, natural growth or other object extending into the airspace above the Leased Premises higher than as permitted in Federal Aviation Regulation Part 77 as such regulation may be amended from time to time.

The Operator shall not use or permit the use in or on the Leased Premises in such a manner as to create electrical or electronic interference with communications between the Pensacola Regional Airport and aircraft, or between aircraft and any navigational controls, whether or not located on the Pensacola Regional Airport.

The Operator shall not erect, install or permit the erection or installation in or on the Leased Premises of any lights that will or might make it difficult for aircraft pilots to distinguish between the airport lights and other lights, or that will or might impair visibility or otherwise endanger the landing, taking off, or maneuvering of aircraft.

Section 44. Headings.

The headings contained in this Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 45. Termination for Convenience.

Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other.

Section 46. <u>No Other Agreements</u>.

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

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

EXECUTED in multiple original copies to be effective as of the day and year first above written.

CITY OF PENSACOLA
a Municipal Corporation

By_____
Mayor, D.C. Reeves

Attest:

_____
City Clerk, Erika L. Burnett

Witnesses:

Sign_____

Print_____

Sign_____

Print_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this _____ day of _____, 20____ by D.C. Reeves, the Mayor of the City of Pensacola, a municipal corporation, for and on behalf of the City, and who is personally know to me.

GIVEN under my hand the official seal this _____ day of _____, _____.

Legal in form and execution:

_____
City Attorney

Approved as To Substance:

_____
Airport Director

Skywarrior Flight Training, LLC.

By_____
Manager, George B. Sigler

Attest:

_____

Witnesses:

Sign_____

Print_____

Sign_____

Print_____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this _____ day of _____, 20____ by the President of Skywarrior Flight Training, LLC., a Florida corporation, for and on behalf of the corporation and who is personally know to me.

GIVEN under my hand the official seal this _____ day of _____, _____.

Attachment "A"

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

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

ATTACHMENT "B"

The term City as used in this section of the Lease is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

The Operator and the City understand and agree that the minimum limits and type of insurance herein required may become inadequate, and Operator agrees that it will increase such coverage or Limits of Liability to commercially reasonable levels within ninety (90) days upon receipt of notice in writing from the City.

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

1. WORKER'S COMPENSATION

   The Operator shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations required by Law. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **$100,000** each person -accident, **$100,000** each person - disease, **$500,000** aggregate - disease.

2. COMMERCIAL GENERAL, AUTOMOBILE, HANGAR KEEPERS LIABILITY AND UMBRELLA LIABILITY COVERAGES

   The Operator shall purchase coverage on forms provided by a property/casualty insurance company whose rating by A. M. Best Company is "A" or better. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Lease. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits as outline below, per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the limits of liability afforded should become impaired by reason of any claim, then the Operator agrees to have such limits as set forth, reinstated under the policy.

   Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. The exclusion for aircraft in the Operator's care, custody, and control must be

removed by endorsement. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this specific Lease, as well as personal injury liability and broad form property damage liability. The coverage shall be written on occurrence-type basis. Non-Owned Automobile coverage must be endorsed on this policy to afford liability coverage for autos used in connection with the activities contemplated in this Lease. Minimum General Liability limits of $3,000,000 per occurrence and per accident must be provided and the City must be listed as an additional insured.

Hangar Keepers Liability Insurance must be provided with limits of $1,000,000 per aircraft and per occurrence to afford coverage for property damage to aircraft that are the property of others and in the care, custody, or control of the Operator. Non-Owned Aircraft liability shall be endorsed on to this coverage for exposures incidental to the Operator's activities.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage. The coverage shall be written on an occurrence-type basis.

3. PROPERTY INSURANCE

Operator shall maintain in force at all times, property insurance coverage which insures any buildings constructed on the Leased Premises against fire, extended coverage and Standard Insurance Office (ISO) defined "Special Perils" of physical damage. In addition to the other requirements of this Section, the company or companies providing property insurance coverage pursuant to this paragraph shall be qualified to do business in the State of Florida. The policy will not contain a deductible feature that exceeds five percent (5%) of replacement cost of such buildings. Such policy shall contain a Waiver of Subrogation endorsement in favor of the City. Operator agrees to apply any payment made as a result of any insurable loss to the debris removal, repair or replacement of such Improvements subject to the rights of any Lender or Mortgagee. In the event that the insurance funds are greater than the amount required to repair or replace the Improvements, with like kind and quality, the excess funds shall be retained by Operator subject to the rights of any Lender or Mortgagee. Such funds shall be expended on such debris removal, repair or replacement within a reasonable period of time. A period of more than twelve (12) months shall be deemed as an unreasonable period of time. ***If such funds are not expended as required, such funds will be turned over to the City of Pensacola for the use and benefit of the City.***

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this Lease shall be listed. If required by the City, the Operator shall furnish copies of the Operator's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. The Operator shall replace any cancelled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Operator shall, upon instructions of the City, cease all operations under the Lease until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521

INSURANCE OF THE OPERATOR PRIMARY

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

LOSS CONTROL AND SAFETY

The Operator shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Operator shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Operator for the protection of all persons, including employees, and property. The Operator shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected. During the course of Operator’s activities on the Leased Premises, Operator shall ensure that its customers possess valid aircraft liability coverage prior to occupying its customer’s aircraft as a passenger

HOLD HARMLESS

The Operator shall hold harmless the City of Pensacola its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life bodily or personal injury, or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Lease or on or about the Airport premises, provided any such claim, suit, action, damage, liability or expense is caused in whole or in part by an act or omission of the Operator, or the Operator's subtenants, subcontractors, representatives, licensees, invitees, agents or employees of the Operator or employees of any of the aforementioned individuals

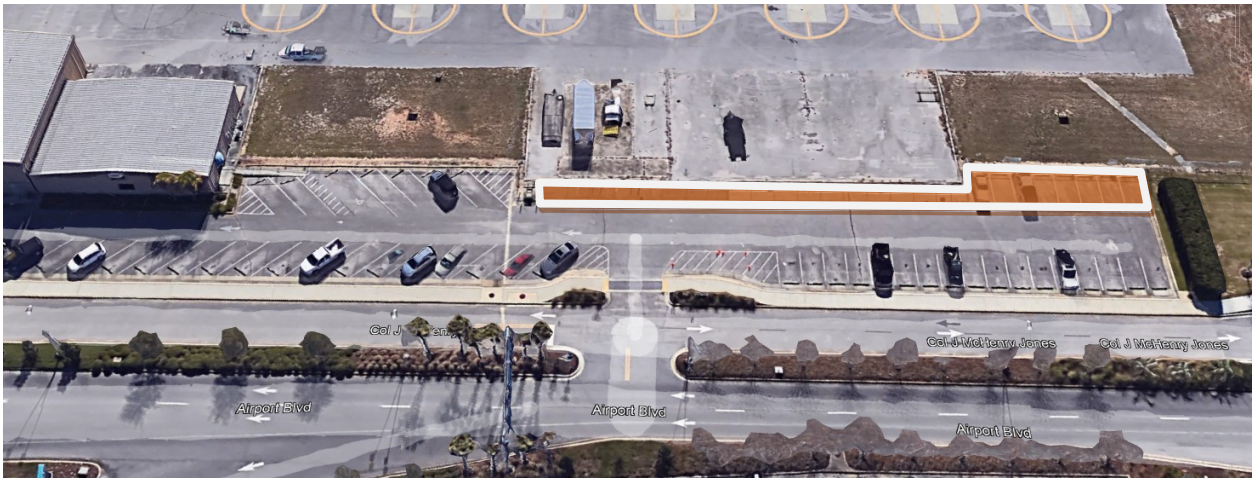
or entities. The Operator's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Operator agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

EXHIBIT A

Leased Premises



Predesignated Parking Area

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00352 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

CITY OF PENSACOLA HOUSING DEPARTMENT PUBLIC HOUSING AGENCY (PHA) ANNUAL PLAN FY 2023-2024

RECOMMENDATION:

That City Council approve the Public Housing Agency (PHA) Annual Plan of the Housing Choice Voucher Program for Fiscal Year 2023-2024 for submission to the U.S. Department of Housing and Urban Development (HUD). Further, that the City Council authorize the Mayor to take the actions necessary to execute Plan documents and administer the program, consistent with the terms of the program and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola Housing Department, as a Public Housing Agency (PHA), is required by the Quality Housing Work Responsibility Act of 1998 to develop and submit an Annual Plan stating the PHA's mission, goals, objectives, and progress in serving the needs of the community.

Input for the Plan preparation was gathered from the Resident Advisory Board through an online survey. Survey responses were collected during February and March 2023. A public hearing was held on May 17, 2023. All participant comments were considered in the Plan preparation and are included.

The Plan must be approved by the governing board of the PHA in accordance with approved program requirement, Certifications of Compliance must be signed by the authorized official. The approved Plan and Certifications must be submitted to HUD by July 18, 2023.

PRIOR ACTION:

June 16, 2022 - City Council approved the PHA Annual Plan for FY 2022-2023 for the Housing Choice Voucher Program

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/2/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Marcie Whitaker, Housing Director

ATTACHMENTS:

1) City of Pensacola Housing Department Public Housing Agency (PHA) Annual Plan

PRESENTATION: No

Streamlined Annual PHA Plan *(HCV Only PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 03/31/2024

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

(1) ***High-Performer PHA*** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.

(2) ***Small PHA*** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.

(3) ***Housing Choice Voucher (HCV) Only PHA*** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.

(4) ***Standard PHA*** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.

(5) ***Troubled PHA*** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.

(6) ***Qualified PHA*** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1

PHA Name: City of Pensacola Housing Department **PHA Code**: FL092
PHA Plan for Fiscal Year Beginning: (MM/YYYY): 10/2023
PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
Number of Housing Choice Vouchers (HCVs): 2,251 HCVs, 50 NED, 203 VASH
PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.

A copy of the PHA 2023 Annual Plan is available for public review in the lobby of the Pensacola Housing Department at 420 W Chase Street and online at cityofpensacola.com/198/Plans; or will be provided electronically upon request. Comments were accepted between 3/30/23 and 5/17/23 via submission to the Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521; or by hand-delivery to the Housing Department dropbox at 420 W Chase Street; by fax to Dawn Corrigan at 850-595-0113; or by email to dcorrigan@cityofpensacola.com. A Public Hearing was held on Wednesday May 17, 2023 at 4 PM in the Vince Whibbs Room, Pensacola City Hall at 222 W Main Street Pensacola, FL 32502.

☐ **PHA Consortia**: (Check box if submitting a joint Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
Lead HA:				

B. Plan Elements.

B.1 **Revision of Existing PHA Plan Elements.**

a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?

Y N
- ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs.
- ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
- ☐ ☒ Financial Resources.
- ☐ ☒ Rent Determination.
- ☐ ☒ Operation and Management.
- ☐ ☒ Informal Review and Hearing Procedures
- ☐ ☒ Homeownership Programs.
- ☐ ☒ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.
- ☐ ☒ Substantial Deviation.
- ☐ ☒ Significant Amendment/Modification.

(b) If the PHA answered yes for any element, describe the revisions for each element(s):

B.2 **New Activities.** – Not Applicable

B.3 **Progress Report.**

Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan. See attachment B.3.

B.4 **Capital Improvements.** – Not Applicable

B.5 **Most Recent Fiscal Year Audit.**

(a) Were there any findings in the most recent FY Audit?

Y N N/A
☐ ☒ ☐

(b) If yes, please describe:

C. Other Document and/or Certification Requirements.

C.1 **Resident Advisory Board (RAB) Comments**

(a) Did the RAB(s) have comments to the PHA Plan?

Y N
☒ ☐

(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. See attachment C.1.

C.2 **Certification by State or Local Officials.**

Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. See attachment C.2.

C.3 **Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.**

Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed,* must be submitted by the PHA as an electronic attachment to the PHA Plan. See attachment C.3.

C.4	**Challenged Elements.** If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☒ If yes, include Challenged Elements.

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing (AFFH).

Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal

Fair Housing Goal:
Describe fair housing strategies and actions to achieve the goal

Fair Housing Goal:

	Describe fair housing strategies and actions to achieve the goal

Instructions for Preparation of Form HUD-50075-HCV
Annual PHA Plan for HCV-Only PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

A.1 Include the full **PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs), PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. (24 CFR §943.128(a))

B. Plan Elements. All PHAs must complete this section. (24 CFR §903.11(c)(3))

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the "yes" box. If an element has not been revised, mark "no."

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA's strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR 5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. (24 CFR §903.7(a)(2)(i)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA's reasons for choosing its strategy. (24 CFR §903.7(a)(2)(ii))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. (24 CFR §903.7(b))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. (24 CFR §903.7(d))

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e)).

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. (24 CFR §903.7(f))

☐ **Homeownership Programs**. A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR §903.7(l)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(l)(iii)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification**. PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

B.2 New Activities. This section refers to new capital activities which is not applicable for HCV-Only PHAs.

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))

B.4 Capital Improvements. This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHAs

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements.

C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.2 Certification by State of Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed.* Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations. impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) .... Strategies and actions must affirmatively further fair housing ...." Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its

own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 6.02 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

City of Pensacola Housing Department
Streamlined Annual PHA Plan for FY 2024 *(HCV Only PHAs)*

Plan Elements

Statement of Housing Needs and Strategy for Addressing Housing Needs
Like many areas of the country, Escambia County, FL experienced significant pressures on its housing market and on housing availability during the COVID pandemic, and those pressures continued into 2022. In HUD Notice PIH 2021-34, "Expedited Regulatory Waivers for the Public Housing and Housing Choice Voucher (including Mainstream and Mod Rehab) Programs," HUD identified the Pensacola-Ferry Pass-Brent FL FMR Area as one of 227 jurisdictions experiencing "significant rental market fluctuations" in the aftermath of the pandemic. This affected our entire community but had a particularly deleterious effect on low-income, very low-income, and extremely low-income families.

As a response to market conditions, Pensacola Housing increased its payment standards for all unit sizes in March 2022 and again in December 2022. We also took advantage of a HUD waiver that allows us to apply higher payment standards on an Interim Reexamination so that rent-burdened households can experience some relief without having to wait for their regularly scheduled Annual Reexam. We will continue to use this waiver until it expires on December 31, 2023.

During the fourth quarter of 2022, we saw a significant increase in interest from new landlords and a very welcome increase in the number of Requests for Tenancy Approval (RTAs) for eligible units submitted by our clients. The program manager and members of the lease-up team held phone conferences with the prospective landlords to answer their questions about the voucher program and learn about their interest. The landlords shared stories of nonpayment of rent, unauthorized residents, and other lease violations on the part of private-market tenants that led them to consider the voucher program. Several expressed interest in the shared housing concept, and some also mentioned that they had been using their investment properties for short-term rentals but had begun to experience issues with that business model. We believe the end of the State's Our Florida Emergency Rental Assistance Program in May 2022 and the end of Escambia County's Emergency Rental Assistance Program in the January 2023 also contributed to this uptick in landlord interest and the number of units available to our clients.

Through the end of the year and into quarter one of 2023, we were able to write new contracts at a level not seen since before the pandemic started. However, the families who benefited most from the increased availability were families with three-, four-, or five-bedroom vouchers. Though we saw a modest uptick among them as well, our single-member and other small households—the largest group—continued to experience challenges finding units. Therefore, we increased the payment standards again for one- and two-bedroom vouchers only in March 2023.

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions
Pensacola Housing encourages program applicants and participants to search for units that will meet their needs and provides information regarding the location of low-poverty census tracts, as well as web links to information about school districts, sheriff's office crime data and maps, and public transit routes. Pensacola Housing regularly reviews deconcentration data in accordance with the SEMAP indicator to determine the percent of tenant-based families with children that live within, or who have moved to, a low poverty census tract within the jurisdiction.

In July 2022, as the waiting period for a voucher climbed to more than two years, we closed our waiting list, and as of March 2023 the waiting list remains closed. Though we have continued to pull names from the waitlist and issue vouchers regularly, the average wait time has continued to increase as our success rate and average time to lease up for new applicants continue to be impacted by market conditions.

Pensacola Housing gives preference to those families on the waiting list who are victims of federal- or state-declared natural disasters. Third-party verification of displacement may be required before a voucher is issued. In addition, federal guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely-low-income families. To ensure this goal is met, there may be occasions when Pensacola Housing will assist an extremely-low-income household from the waiting list before assisting a very-low-income household, even if the very-low-income household has been on the waiting list longer.

Some of the vouchers administered by Pensacola Housing have been allocated to assist specific populations; for example, non-elderly disabled families (NED) or homeless veterans (VASH). Pensacola Housing follows HUD guidelines regarding the administration of these programs. At times this may result in a NED family receiving a voucher before other families from the Section 8 waiting list, or in a VASH family receiving a voucher before all families on the Section 8 waiting list.

Beyond ensuring that all the requirements stipulated above are met, Pensacola Housing does not utilize preferences on its HCV waiting list.

Financial Resources
Pensacola Housing's financial resources are limited to the funding allocated through the federal budget process and awarded annually in the Consolidated Annual Contributions Contract. Pensacola Housing's FY 2023 renewal funding consisted of $15,571,632. Our authorized budget authority to implement the EHV program is $435,552.

Rent Determination
Pensacola Housing determines total tenant payment of rent in accordance with federal guidelines.

The Total Tenant Payment (TTP) is the minimum amount that a voucher household is required to pay toward rent and utilities, regardless of the unit selected. In Pensacola Housing's jurisdiction, TTP is the greater of:
- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income; or
- Pensacola Housing's minimum rent

Family share is the actual amount the family pays toward rent and utilities (with the utility cost based on Pensacola Housing's utility allowance, not on the family's actual utility bills). If the family selected a unit where the gross rent is higher than the payment standard, then the family share will be higher than the TTP.

Tenant rent is the portion of the contract rent paid by the assisted family. TTP will be the same regardless of the unit selected, whereas family share and tenant rent are dependent on the characteristics of the specific unit.

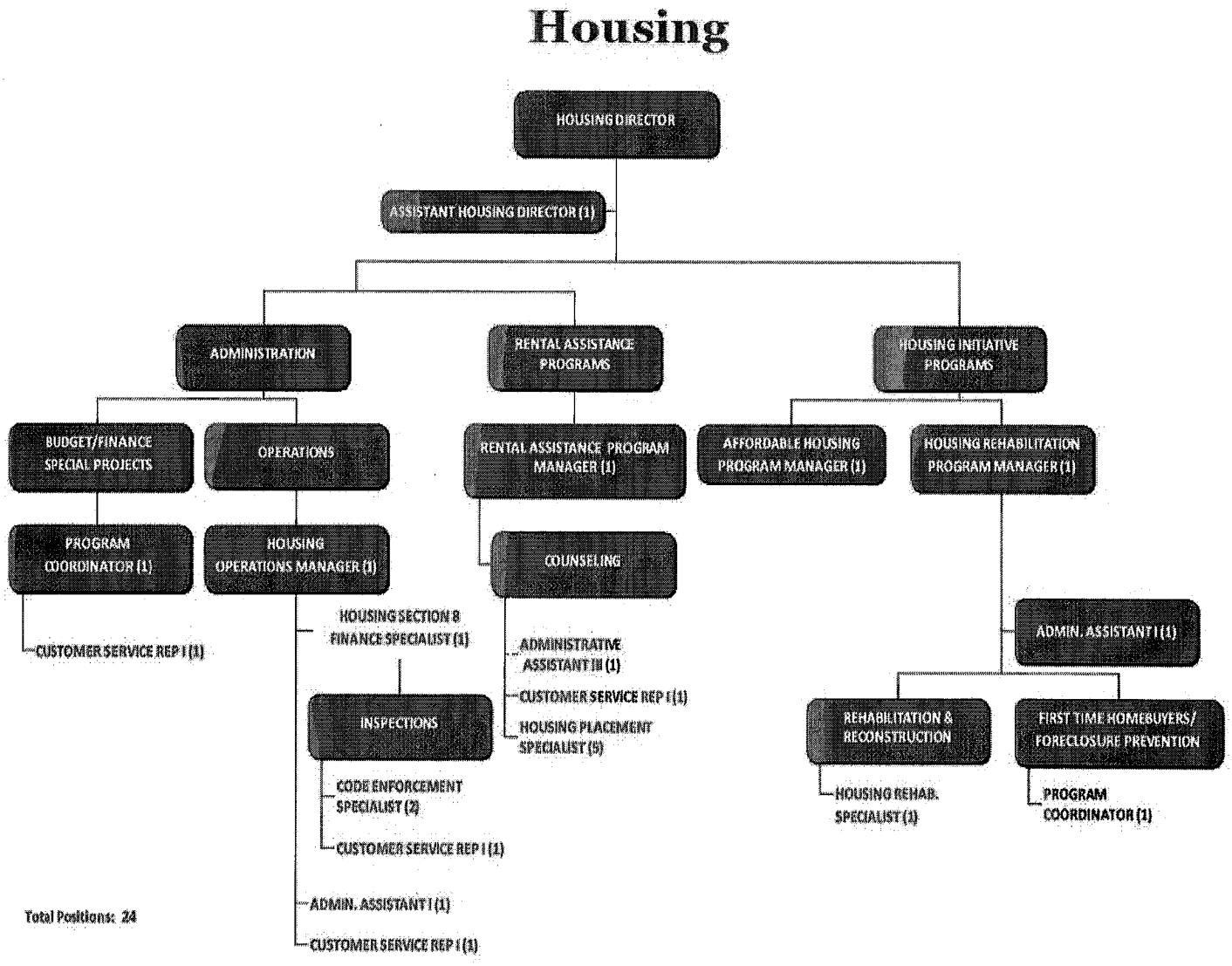
Pensacola Housing has established a minimum rent of $50 for participants in its HCV programs. Minimum rent refers to the Total Tenant Payment, not the tenant rent, and means that Pensacola Housing expects program participants to pay a minimum of $50 toward utilities and/or rent.

The minimum rent applies to all participants of Pensacola Housing's HCV programs. Any household subject to the minimum rent may petition for a temporary or long-term hardship waiver for one of the following reasons:
1. A recent death in the immediate family has occurred and no income was received into the household the previous month.
2. The household's out-of-pocket medical expenses equal or exceed 50% of the gross household income, and calculated rent, minus utility estimate if applicable, would be less than $50.
3. The household has lost federal, state, or local government assistance or is waiting for an eligibility determination, and no income was received into the household the previous month.
4. The household income has decreased due to a change in circumstances, such as loss of employment, and no income was received into the household the previous month.

Operation and Management
Pensacola Housing administers the following programs:

- Housing Choice Voucher Program (HCV) throughout Escambia County FL
- HUD-VASH Program (VASH) throughout Escambia County FL
- Emergency Housing Voucher Program (EHV) throughout Escambia County FL
- State Housing Initiatives Partnership (SHIP) First-Time Home Buyers Program, in conjunction with Escambia County
- HOME Homebuyers Program, in conjunction with Escambia County
- First-time Homebuyers education classes
- Foreclosure Prevention education classes
- City of Pensacola Homebuyer Incentive Program within the City of Pensacola
- Community Development Block Grant Program
- Housing Rehabilitation Program within the City of Pensacola
- CDBG – CV Mortgage & Utility Assistance Program within the City of Pensacola

Here is the Pensacola Housing organizational chart effective May 2023:



Informal Review and Hearing Procedures

Pensacola Housing uses the following procedures regarding informal reviews for applicants who are denied assistance on its HCV programs, as defined in Chapter 22 of its HCV Program Administrative Plan:

22.2.1 Notice of Denial
When Pensacola Housing determines that an applicant is ineligible, the applicant will be notified of the decision in writing. The notification will state:
1. The reason(s) for ineligibility;
2. A statement that the applicant may request an informal review if they disagree with the decision;
3. The procedure for requesting a review if the applicant does not agree with the decision; and
4. The deadline for requesting a review.
When an application is denied because of criminal activity described in a criminal record, Pensacola Housing will, on request, provide the applicant a copy of the criminal record upon which the denial decision was based, in accordance with 24 CFR 5.903 (f).

22.2.3 Informal Review Process
A request for an informal review must be submitted in writing to Pensacola Housing within 10 business days from the date of Pensacola Housing's notice of denial. An informal review will be scheduled within 10 business days from the date the review request is received.
The review will be conducted by a supervisory level staff person who was not involved in the decision under review, and who is not subordinate to the person who made the decision.
The applicant will be given the opportunity to present oral or written objections to the decision. Both Pensacola Housing and the applicant may present evidence and witnesses.
The applicant may, at the applicant's own expense, be represented by an attorney or other representative.
Upon request, the applicant may be present at the review to provide information, though the applicant's presence is not required. At the discretion of Pensacola Housing, the review may also be conducted as a conference call.
An applicant may request a reasonable accommodation to participate in the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the services Pensacola Housing offers.
The decision of the review officer shall be provided to the applicant in writing within 10 business days after the date of the review and shall include an explanation of the reasons for the decision.
All review requests, supporting documentation, and a copy of the final decision will be retained in the applicant's file.

Pensacola Housing uses the following procedures regarding informal hearings for participants whose program assistance is terminated from its HCV programs, as defined in Chapter 22 of its HCV Program Administrative Plan:

22.3 Informal Hearings for Participants
Except for participants whose moving or port vouchers have expired, an opportunity for an informal hearing will always be provided when Pensacola Housing has made a determination to terminate assistance. In addition, Pensacola Housing will offer participant families an opportunity for an informal hearing to consider whether the following decisions relating to the participant family were made in accordance with the law, HUD regulations, and Pensacola Housing policies:
1. A determination of the family's annual or adjusted income, and the use of such income to compute the HAP.
2. A determination of the appropriate utility assistance payment, if any, to assist toward tenant-paid utilities from Pensacola Housing's utility estimate schedule.
3. A determination of the family voucher size and payment standard under Pensacola Housing's subsidy standards.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Pensacola Housing policy and HUD rules.
Pensacola Housing will make reasonable accommodations to ensure that persons with disabilities have complete access to participate in the informal hearing process.

22.4 Informal Hearing Procedures
Pensacola Housing will adhere to the following procedures in conducting informal hearings.

22.4.1 Discovery
Before the hearing, the family will be given the opportunity to examine and photocopy any documents Pensacola Housing intends to present at the hearing. If Pensacola Housing doesn't make a document available for examination prior to the hearing, it may not rely on the document at the hearing.
Prior to the informal hearing, Pensacola Housing must also be given the opportunity to examine any documents the family intends to present that are directly relevant to the hearing. Pensacola Housing will be allowed to copy any such documents at Pensacola Housing's expense. If the family doesn't make a document available for examination prior to the hearing, the family may not rely on the document at the hearing.
For the purpose of an informal hearing, the term document includes records and regulations.

22.4.2 Representation of the Family
At its own expense, the family may be represented by a lawyer, advocate, or other representative.

22.4.3 Hearing Officer
The informal hearing shall be conducted by a Hearing Officer appointed by Pensacola Housing who is neither the person who made or approved the decision under review, nor a subordinate of that person.
The person who conducts the hearing will regulate the conduct of the hearing in accordance with the informal hearing procedures described in this section of the Pensacola Housing Administrative Plan.

22.4.4 Evidence
Pensacola Housing and the family will have the opportunity to present evidence and to question any witnesses. The family may request that Pensacola Housing staff be present at the hearing to answer questions pertinent to the case. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings.

22.4.5 Conduct of the Hearing
Only the issues subject to appeal, and raised by the participant in their notice of appeal, shall be addressed at the hearing. A participant family may present any relevant legal argument arising from any valid source of law, and hearing officers shall consider such arguments to the extent that they are relevant and germane to the case. Relevance shall be determined by the hearing officer based on the specific facts and circumstances of each particular case. No legal theories or authorities shall be precluded from consideration at informal hearings or otherwise excluded on a categorical or near-categorical basis.
Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings, except that the hearing officer may exclude evidence that is irrelevant, immaterial, unduly repetitious, or fails to meet the following evidentiary principles:
1. That the information offered presents a danger of unfair prejudice, confusion of the issues, undue delay, or other delay, or other deleterious effects that substantially outweigh the probative value of the information;
2. That the information is offered in violation of some public policy, such as evidence unlawfully obtained in violation of a family's legal or constitutional rights; or
3. That the information lacks competence or is not based on personal knowledge.
No documents may be presented at the hearing that weren't provided to the other party, if requested, before the hearing. "Documents" include all written records.
The hearing officer may ask the family for additional information and/or may adjourn the hearing as needed.
The hearing officer will not impose arbitrary limits on the length of time that a hearing may last, or the amount of time a specific portion of the hearing may consume, or impose unreasonable limits on the number of witnesses that may be called or the number of exhibits that may be presented. The hearing officer may impose such limits, but only as warranted for good cause, in which case the hearing officer should state the reasons for imposing the limits on the record and in the written decision.

22.4.6 Failure to Appear

If the family fails to appear at the informal hearing, or fails to meet a deadline imposed by the hearing officer, Pensacola Housing's decision shall become final and take effect immediately. No new hearing will be granted unless the participant is able to demonstrate to Pensacola Housing, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

22.4.7 Issuance of Decision

The hearing officer will issue a written decision within 10 business days from the date of the hearing. The decision will include:

1. The names of all persons present at the hearing, and identification of their roles (whether as the hearing officer, a representative for Pensacola Housing, a member of the family, a witness, interpreter, or other);
2. The date and location of the hearing;
3. A summary of the factual allegations and the Pensacola Housing action or decision under review;
4. A summary of any evidence and arguments presented by the parties;
5. A statement of the facts upon which the decision is based;
6. A clear statement of the Hearing Officer's findings, conclusion, and decision;
7. A clear summary of the decision and explanation for the decision;
8. If the decision involves money owed, a clear statement of the amount owed, and documentation of how the amount owed was calculated;
9. The date the decision is effective; and
10. If the decision is to uphold termination of assistance, notice of the availability of judicial review. Such notice shall also indicate that time limitations for seeking judicial review may apply; that participants who seek judicial review must do so at their own expense; that neither the hearing officer nor Pensacola Housing can offer legal advice; and that participants who cannot afford an attorney may seek referral to a legal services provider such as Legal Services of North Florida, Inc.

22.4.8 Decisions Not Binding on Pensacola Housing

Pensacola Housing shall not be bound by any decision that:

1. Concerns matters for which no opportunity for a hearing is required to be provided;
2. Conflicts with or contradicts HUD regulations or requirements;
3. Conflicts with or contradicts federal, state, or local laws;
4. Exceeds the authority of the hearing officer; or
5. Involves issues not raised in the participant's appeal notice.

If Pensacola Housing determines that it is not bound by a hearing decision, it will notify the family within 10 business days of the hearing officer's determination, and provide a summary of the reasons for Pensacola Housing's determination, and the results of it.

22.4.9 Recordkeeping

Pensacola Housing will record all informal hearings by electronic means.

If a party seeks to record any informal hearing by means other than audio/video recording, such as by stenographic transcription, the hearing officer will permit such alternative recording at the requesting party's expense, unless good cause exists to disallow the method of recording, in which case the hearing officer should state the reasons for denial on the record and in the written decision.

Pensacola Housing will provide a copy of a hearing recording to the family or its representative on request, provided that the family or its representative shall pay reasonable reproduction costs prior to receiving the recordings.

All hearing requests, supporting documentation, and a copy of the final decision shall be retained in the participant's file.

Pensacola Housing will safely keep and maintain the electronic recordings of all informal hearings involving voucher terminations as a public record on file for no fewer than 5 years after the decision date. If a family's HCV program participation is terminated pursuant to the informal hearing decision, Pensacola Housing will keep the hearing recording for at least 5 years from the date of the last HAP payment made on the family's behalf.

Pensacola Housing will also keep, for the same duration as the hearing recording, copies of all exhibits and all other tangible materials presented to the Hearing Officer, whether or not admitted into evidence.

22.5 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigrant Status
If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the participant or applicant will be notified within 10 business days of the right to appeal to the INS. Such an appeal must be filed with INS within 30 days of receipt of Pensacola Housing's decision. The applicant or participant may also request an informal hearing with Pensacola Housing. The request for a hearing must be made within 10 business days of receipt of Pensacola Housing's initial decision.
If the applicant or participant appeals to the INS, he or she must provide a copy of the appeal and proof of mailing to Pensacola Housing, or Pensacola Housing may proceed to deny the application or terminate assistance.
After receipt of a request for an informal hearing, Pensacola Housing shall schedule and conduct the hearing in accordance with the procedures described in Section 22.4 above.

22.5.1 Ineligibility Determinations
If the hearing officer determines that the applicant or participant is not eligible, and there are no other eligible family members, Pensacola Housing will terminate assistance.
If there are eligible members in the household, Pensacola Housing will offer to pro-rate assistance, or give the family the option to remove the ineligible members.
Participants whose assistance is pro-rated (either because some members are ineligible, or because of the failure to verify eligible immigrant status for some members after exercising their appeal and hearing rights described above) are entitled to an informal hearing regarding TTP and tenant rent determinations.
Families denied or terminated for fraud in connection with the non-citizens rule are entitled to an informal review or informal hearing in the same manner as terminations for any other fraud.

22.6 Hearing Officer Selection
Persons having no other affiliation with Pensacola Housing (that is, other than as hearing officers) shall serve as hearing officers for all informal hearings.
Pensacola Housing will make outreach to persons from the community with knowledge of contract law; Fair Housing law; landlord/tenant law; and/or regulations and processes governing federal and state benefit or assistance programs to serve as hearing officers for its voucher programs.

Homeownership Programs
Pensacola Housing does not currently offer a voucher-based HCV Homeownership program, though we plan to update our HCV Administrative Plan to allow us to offer one in the future.

Pensacola Housing does administer a State Housing Initiatives Partnership (SHIP) First-Time Home Buyers Program and a HOME Homebuyers Program, both in conjunction with Escambia County FL. Additionally, Pensacola Housing offers homebuyer assistance utilizing ARPA funding to buyers wishing to purchase properties within Pensacola city limits.

Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements
Although Pensacola Housing does not administer a formal Family Self-Sufficiency Program, historically each quarter several HCV families have reached the program goal of zero HAP/self-sufficiency, a trend that continued in 2022, despite inflation and rising housing costs. Pensacola Housing staff coaches families who achieve this milestone on available homebuyer programs such as SHIP, HOME, and Habitat for Humanity.

Pensacola Housing's treatment of income changes resulting from welfare program requirements are as follows, as defined in section 16.6 of our HCV Administrative Plan in accordance with federal requirements:

16.6 Income Changes Resulting from Welfare Program Requirements
Pensacola Housing will not reduce the family share or tenant rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of:
1. Fraud in connection with the welfare program; or
2. Non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, Pensacola Housing will reduce the tenant rent if the welfare assistance reduction is a result of:
1. The expiration of a lifetime limit on receiving benefits;
2. A reduction in welfare assistance resulting from the family's failure to obtain employment, after having complied with welfare program requirements; or
3. A reduction in welfare assistance resulting from a family member's failure to comply with other welfare agency requirements.

16.6.1 Families Affected by Welfare Rules
Families are affected by the welfare rules discussed above if they are currently receiving benefits for welfare or public assistance from a state or public agency program that requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

16.6.2 Definition of "Imputed Welfare Income"
"Imputed welfare income" is an amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's income for purposes of determining tenant rent.
The amount of imputed welfare income is determined by Pensacola Housing, based on written information supplied to Pensacola Housing by the welfare agency, including:
1. The amount of the benefit reduction;
2. The term of the benefit reduction;
3. The reason for the reduction; and
4. Subsequent changes in the term or amount of the benefit reduction.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim re-examination, during the term of the welfare benefits reduction specified by the welfare agency.
The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction is imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.
If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

16.6.3 Verification Before Denying a Request to Reduce Rent
Before denying the family's request for rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or non-compliance with welfare agency economic self-sufficiency or work activity requirements.

16.6.4 Family Dispute of Amount of Imputed Welfare Income
If the family disputes the amount of imputed income, the housing specialist or a supervisor will review the calculation for accuracy. If Pensacola Housing denies the family's request to modify the amount, Pensacola Housing will provide the tenant with a notice of denial, which will include:
1. An explanation for Pensacola Housing's determination of the amount of imputed welfare income;
2. A statement that the tenant may request an informal hearing; and
3. A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be Pensacola Housing's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

Substantial Deviation
Pensacola Housing considers the following a substantial deviation from its 5-Year Plan:

- The addition of new activities that do not otherwise further Pensacola Housing's stated mission or further the goals set forth in the current 5-Year Plan.

An exception to this definition will be made for any new activities that are adopted to reflect changes in HUD regulatory requirements or as a result of a declared emergency. Such changes will not be considered a substantial deviation by Pensacola Housing.

Significant Amendment/Modification

Pensacola Housing considers the following a Significant Amendment or Modification to its 5-Year Plan:

- Addition of new program initiatives not included in the current 5-Year Plan.
- Demolition or disposition, designation or conversion activities not currently identified in the plan or otherwise approved by HUD.

An exception to this definition will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements or as a result of a declared emergency. Such changes will not be considered significant amendments or modifications by Pensacola Housing.

Attachment B.3 – Progress Report

PHA Goal: Increase the availability of decent, safe, and affordable housing.

1. Apply for additional rental vouchers.
   Update: On May 7, 2021, HUD offered Pensacola Housing an allocation of 35 Emergency Housing Vouchers (EHVs) and on May 13, 2021, Pensacola Housing accepted the allocation. As of March 2023, all of Pensacola Housing's EHV vouchers are allocated, and our EHV leasing utilization is 88.57%, which is approximately 20% higher than the leasing utilization for the EHV program nationwide. We hope HUD will consider us for an additional EHV allocation if more of these vouchers become available as a result of voluntary returns or underutilization elsewhere. In September 2022, we applied for and were awarded 13 additional HCV vouchers in response to HUD Notice PIH-2022-14. And in October 2022, Pensacola Housing submitted a Registration of Interest to HUD for Stability Vouchers to serve homeless households in coordination with Opening Doors Northwest Florida, our local Continuum of Care.

2. Leverage private or other public funds to create additional housing opportunities.
   Update: The City of Pensacola has committed to create an attainable housing infill program to support homeownership. Municipally owned property will be made available to eligible applicants for the construction of owner-occupied housing. In FY 2022 to date, funding was leveraged from the state through the State Housing Initiatives Partnership (SHIP) program to assist 16 families reach the goal of homeownership.
   The city's Community Development Block Grant funds provided homebuyer and foreclosure prevention educational classes to 55 families. CDBG and SHIP funds assisted 16 families rehabilitate their homes, stabilizing the neighborhoods and ensuring a supply of attainable housing stock for the future.
   During FY 2022, both local governments supported various low income housing tax credit applications under various RFAs issued by Florida Housing Finance Corporation (FHFC). Under the 4%/State Apartment Incentive Loan (SAIL) program RFA to FHFC, Escambia County supported one 120 unit elderly development called Magnolia Trail and one 75 unit family development called Corry Family Housing. The City of Pensacola supported a 112 unit family development named Avery Place Apartments under the same RFA. Both the County and the City had a partnership with Escambia County Housing Finance Authority (ECHFA) to provide the required $37,500 minimum local government funding contribution for development of these units as well as use of bond financing through ECHFA. Additionally, the City through its Community Redevelopment Agency supported a 102 unit elderly application named Kupfrian Manor under the 9% housing tax credit RFA through provision of a $460,000 local government contribution. Unfortunately, the RFA application process is very competitive statewide and none of the four submitted applications were selected for funding.

3. Encourage landlords and owners to participate in the HCV programs.
   Update: In June 2022, Pensacola Housing heard from a prospective developer, the sister of a landlord who had entered into a HAP contract with us the previous January. The developer was interested in building affordable/workforce housing in Escambia County with the goal of making the units available to voucher holders. Although we did not have any open RFPs for project-based proposals at that time, Pensacola Housing's VASH coordinator and assistant housing director were able to connect the developer with local resources and potential partners, resulting in submission of a tax credit application for households with disabling conditions under RFA 2023-106 and a submission for homeless housing under 2023-103 (for the same property). The proposals both received #1 lottery ranking but did not meet minimum point requirements. Though we were disappointed to hear of this result, we hope the partners will learn from their first attempt and submit updated applications this year.

In October 2022, one of our HQS inspectors saw a For Rent sign and stopped to talk to the agent onsite. The agent represented a realty company with which we had a couple of active HAP contracts but that had not submitted any new RTAs for several years. The inspector was able to persuade the agent to give the voucher program another chance. Since then, we've written sixteen new contracts with this landlord in different neighborhoods through the county and city (eleven for 3br units, four for 2br units, and one for a 4br unit).

Back in 2021, in cooperation with our local VA partner, our VASH coordinator had explored the possibility of VASH voucher holders using their vouchers at extended stay hotels. We received a couple of RTAs for such units at that time, and she and the program manager held phone conferences with the property manager, but no contracts resulted. There were some issues with HQS and approvable rents, and ultimately the local property manager reported that the owners of the property didn't want to move forward. However, in November 2022, our VA partners identified another prospective extended stay property. Since then, our VASH coordinator has been able to write four HAP contracts housing veterans at the property. We hope this model will be successful and we'll be able to write more contracts and possibly even extend this housing model beyond the VASH program.

In February 2022, Pensacola Housing adopted an HCV Administrative Plan update opening special housing types, including shared housing, to all eligible voucher holders. We were very hopeful that this model would increase housing opportunities for our client base. However, once we began working with the shared housing model, we found that the program math, especially the required prorated payment standards, were an impediment to utilization, as the fractional payment standards resulted in affordable rents that were lower than landlords were willing to accept and tenant rents higher than tenants would pay in conventional units. We contacted our HUD field office to request a waiver for the payment standard proration, but the request was (kindly) denied. Our program manager has continued to explore this option by attending a March 2023 training on shared housing offered by HUD's EHV team and making outreach to an agency with reported success in shared housing, but so far we have not found a solution to the payment standard issue and to date we have only written four shared housing contracts, two of which have already been terminated. We will continue to consider this option, but we have had to turn to other ideas, such as those listed above, to expand our pool of active landlords and eligible units.

In November 2022, the City issued a general press release regarding its EHV and VASH special voucher programs and specifically made outreach regarding need for additional landlords to participate in the HCV program; this release was issued to all media contacts and residents with email subscriptions to City news releases, as well as a general posting on the City website.

PHA Goal: Improve the quality of assisted housing.
Update: In 2022, Pensacola Housing sent a notice to our active landlords notifying them of the new HQS requirement for carbon monoxide detectors to be present in all voucher-subsidized units containing fuel burning appliances and/or fireplaces by December 27, 2022. To ensure compliance with this requirement, our finance specialist instructed the inspections team that all units known or suspected to include fuel burning appliances or fireplaces should be taken off a biennial inspection schedule and set, at least for the upcoming year, to an annual schedule, to ensure we visit them and confirm this safety requirement. We also resumed scheduling supervisory inspections in 2022 after the HUD waiver regarding this requirement expired. We've had some turnover on our inspections team this year and are eager for the additional guidance and feedback our quality control inspector will provide.

PHA Goal: Promote self-sufficiency and asset development for individuals.
Update: Pensacola Housing continues to provide first-time homebuyer and foreclosure prevention classes. In addition, Housing staff advises voucher families who reach the program goal of self-sufficiency about homebuyer programs including the first-time homebuyer programs administered by the Housing Department and Habitat for Humanity. Members of the rental assistance team are eager to offer our clients

an HCV Homeownership Program and we hope to have the necessary updates to the HCV Administrative Plan approved in calendar year 2023.

Attachment C.1 – Resident Advisory Board (RAB) Comments

In 2023, for the fifth consecutive year, Pensacola Housing appointed all currently assisted HCV program participants to the Resident Advisory Board (RAB), forming a committee of the whole. Participants were notified of this appointment, and of their rights and responsibilities regarding the development of the PHA Plan, via a letter from our housing director mailed during the week of February 20, 2023. The RAB was invited to participate in an online survey to share opinions and ideas and demonstrate knowledge of the voucher program. We assured members that participation was voluntary and anonymous, and that the survey was accessible from an array of devices including smart phones. Hyperlinks and a QR code for the survey were posted on our website and on the walls of our physical office. The survey was open from February 27 through March 20, 2023.

When vacancy in the local rental market began to open up for the first time since the start of the pandemic, we saw an uptick in voluntary mover requests during the final quarter of 2022. Therefore, in our survey we asked several questions about moving with continued assistance and participants' motivations for doing so. We also asked questions about side payments, HQS abatements, landlord maintenance, and general landlord-tenant relations.

We received 63 responses to the survey, a 315% increase from the level of participation in 2022.

Here are some highlights of the results. Of the survey respondents:

73% are not planning to request a moving voucher during the next 12 months;

24% are planning to request a moving voucher during the next 12 months; and

6% said they are using a moving voucher now.

(Note: Two respondents responded yes in more than one of these categories.)

Those who indicated they would be moving cited the following reasons (respondents were encouraged to select all that applied):

10% cited affordability/cost of living;

10% cited an increase in their household size;

5% cited a decrease in their household size;

10% cited a job or school as a factor in their decision;

5% cited family or their friend support network;

25% cited the quality of their current neighborhood or safety concerns;

30% cited the quality of the unit or issues with the landlord not making repairs; and

5% cited landlord/tenant relations.

72% were aware that a landlord cannot charge a voucher tenant more than their tenant rent portion and late fees as defined in the lease;

16% reported that at some point a landlord had asked them to pay a side payment;

10% thought a landlord could charge the tenant for HAP that was abated because of a failed HQS inspection; and

35% reporting having made repairs that were the landlord's responsibility.

81% indicated their landlord is easy to get in touch with;

17% indicated their landlord does not respond to calls or texts; and

2% indicated their landlord is hard to reach because they are not local.

65% indicated it was easier to find housing with a voucher than without a voucher;

73% indicated the hardest thing about moving is finding a new unit in their price range;

11% said the biggest challenge when moving is coming up with the deposit money;

8% said the biggest challenge is application fees;

5% said the biggest challenge is turning on new utilities; and

3% said the biggest challenge when moving with a voucher is the inspection process.

When rating Pensacola Housing on customer service:

70% of respondents gave the Housing Office 5 stars;

13% gave 3 stars;

11% gave 4 stars;

5% gave 1 star; and

1% gave 2 stars.

When rating the responsiveness of Pensacola Housing:

68% gave 5 stars;

14% gave 4 stars;

10% gave 3 stars;

5% gave 1 star; and

3% gave 2 stars.

The age demographics of the respondents were as follows:

43% were between 41 and 62 years old;

33% were between 26 and 40 years old; and

24% were 63 or older.

The geographical demographics (ZIP code) of the respondents were as follows:

22% reside in 32505;

19% reside in 32514;

17% reside in 32506;

13% reside in 32501;

8% reside in 32504;

8% reside in 32507;

5% reside in 32503;

5% reside in 32526;

1.5% reside in 32535; and

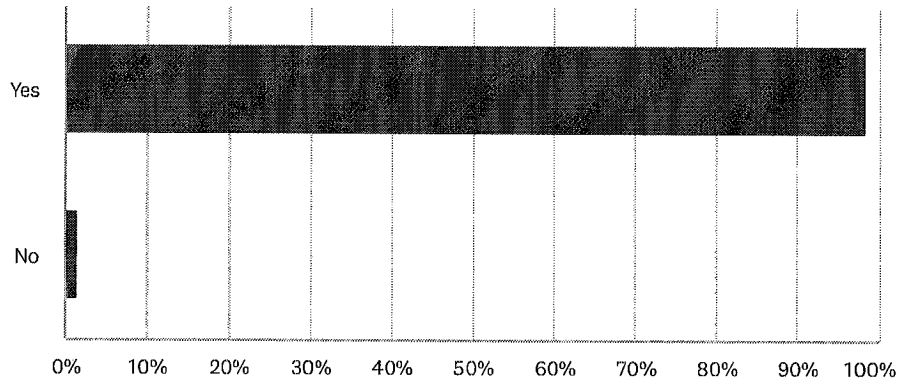
1.5% reside in 32568.

In addition, 20 respondents indicated they had no comment; 11 respondents expressed appreciation for the voucher program, the Housing Office, and/or particular staff members; 5 mentioned interest in a subsidized homebuyer program; 1 expressed concern about their rent; 1 mentioned a "horrible" landlord; 1 clarified one of their earlier answers; 1 expressed frustration about the housing options for someone with zero income/extremely-low income; 1 indicated our area needs more housing programs; 1 mentioned serious unaddressed maintenance issues at their unit; 1 said voucher holders should be able to move to a nicer place and receive a benefit to move; 1 expressed concern about housing costs and the limited landlord and unit choices available; and 1 indicated that they "Like to express myself in person!"

The responses to our 2022 Resident Advisory Board survey revealed some misunderstanding within our community about tenants' rights and landlords' responsibilities concerning assistance animals. Therefore, when HUD published its Assistance Animals and Fair Housing: Navigating Reasonable Accommodations Fact Sheet in January 2023, we shared the document with staff and with our housing partners at the VA and our Continuum of Care for wide dissemination of this information within the community. We also encouraged Pensacola Housing staff to attend the corresponding webinar on the HUD Exchange site, and made it a requirement for rental assistance staff.

Q1 Are you a participant on Pensacola Housing's Section 8 Housing Choice Voucher (HCV) program? A participant is an active voucher holder who has successfully leased up with their voucher at least one time, even if they are shopping for a new unit right now and therefore between contracts. YES. Please proceed to Question 2.NO. If your answer is NO, please do not continue. This survey is for active voucher holders only—not landlords, applicants on our waiting list, or the general public.

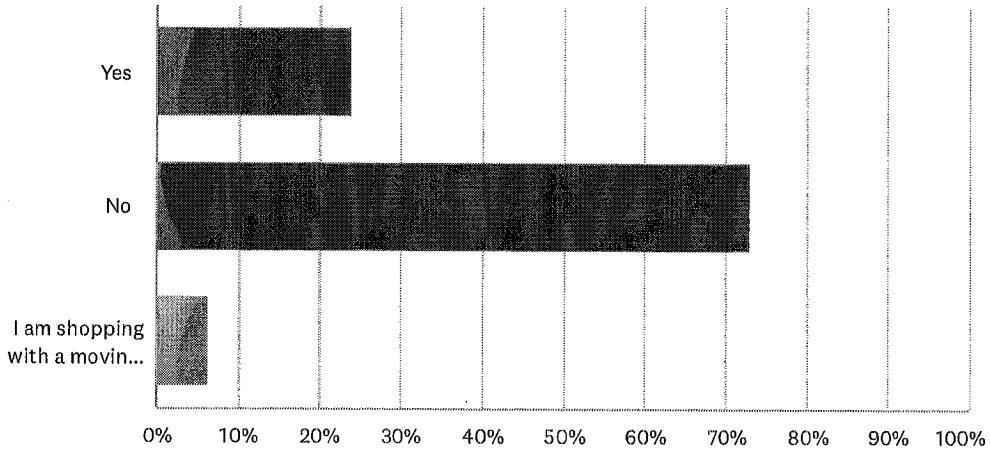
Answered: 63 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	98.41%	62
No	1.59%	1
TOTAL		63

Q2 Are you currently using a moving voucher, or do you plan to request a moving voucher in the next 12 months?

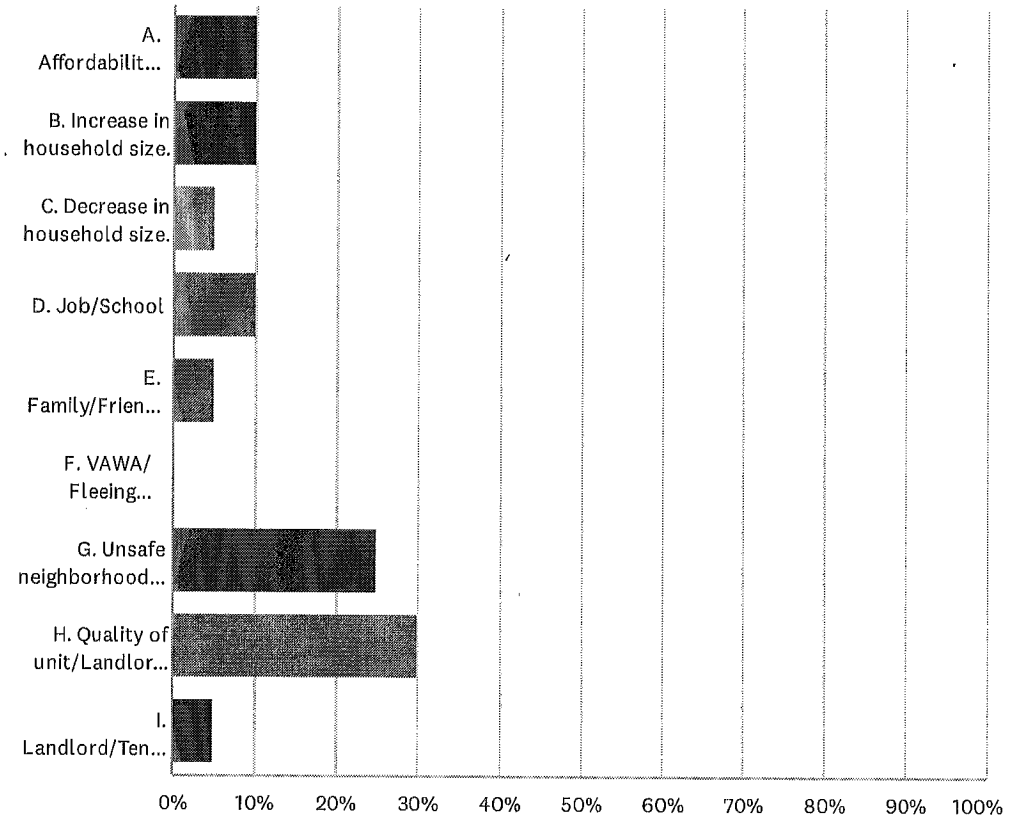
Answered: 63 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	23.81%	15
No	73.02%	46
I am shopping with a moving voucher now	6.35%	4
Total Respondents: 63		

Q3 If YES, what are some of the reasons you are choosing to move? Please select all that apply.

Answered: 20 Skipped: 43



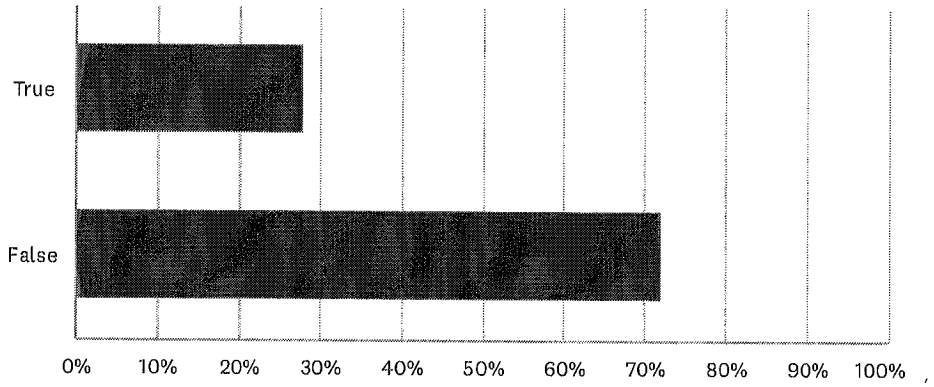
ANSWER CHOICES	RESPONSES	
A. Affordability/ Cost of Living	10.00%	2
B. Increase in household size.	10.00%	2
C. Decrease in household size.	5.00%	1
D. Job/School	10.00%	2
E. Family/Friend support network	5.00%	1
F. VAWA/ Fleeing domestic violence or personal danger.	0.00%	0
G. Unsafe neighborhood/Quality of Neighborhood	25.00%	5
H. Quality of unit/Landlord not making repairs.	30.00%	6
I. Landlord/Tenant Relations	5.00%	1
TOTAL		20

#	OTHER (PLEASE SPECIFY)	DATE

1	na	3/22/2023 9:25 AM
2	Not moving	3/16/2023 6:14 PM
3	Other	3/14/2023 3:41 PM
4	I don't need to move	3/7/2023 6:16 AM
5	Not moving	3/6/2023 10:51 PM
6	N/A	3/6/2023 3:37 PM
7	N/a	3/6/2023 1:55 PM
8	Not moving no time soon	3/6/2023 12:54 PM
9	N/A	3/5/2023 9:00 PM
10	I am not planning on moving	3/3/2023 4:54 PM
11	This home needs major work I think cause my power keeps going up and I can't keep affording a $300 -$600 power bill	3/3/2023 8:26 AM
12	NA	3/1/2023 11:27 AM
13	I am not choosing to move	2/28/2023 12:33 PM
14	Not moving	2/27/2023 1:13 PM
15	Na	2/26/2023 8:10 PM
16	NA	2/26/2023 2:58 PM
17	Too many criminals	2/26/2023 1:53 PM
18	Not moving	2/25/2023 9:17 PM

Q4 True or False: A landlord may charge a voucher tenant additional monies or fees ("side payments") besides their tenant rent portion as defined by the Housing Office or late fees as defined in the lease.

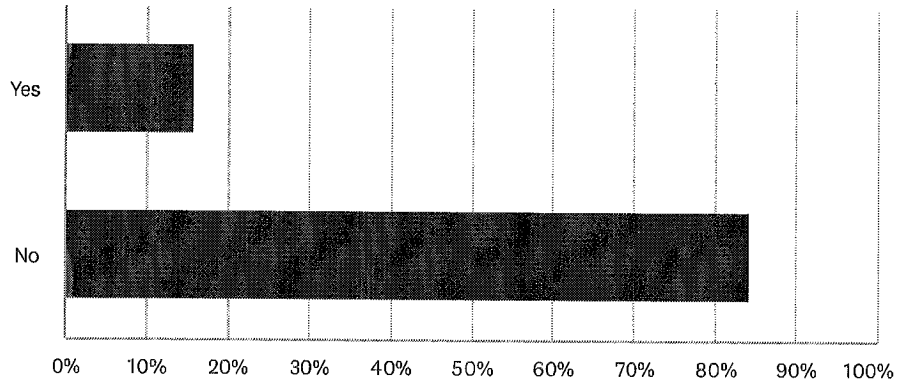
Answered: 61 Skipped: 2



ANSWER CHOICES	RESPONSES	
True	27.87%	17
False	72.13%	44
TOTAL		61

Q5 Has a voucher landlord ever asked you to pay a side payment?

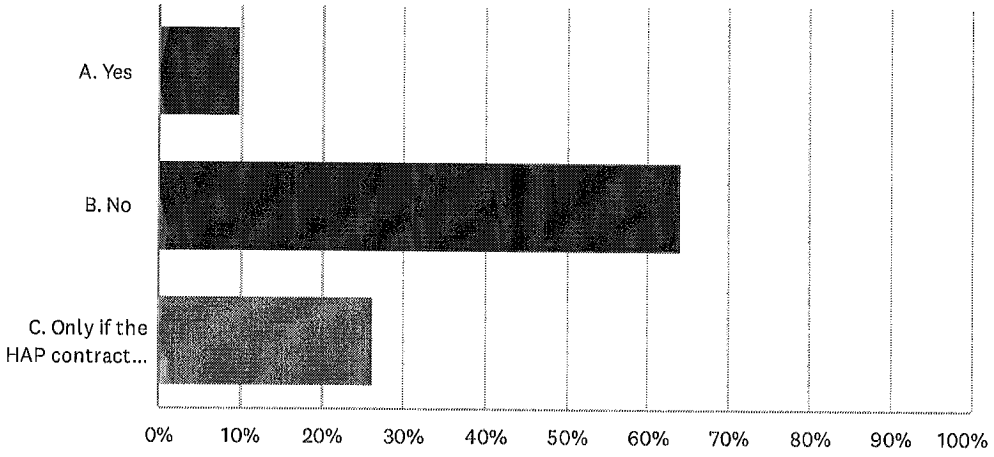
Answered: 63 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	15.87%	10
No	84.13%	53
TOTAL		63

Q6 If the Housing Office is withholding subsidy from the landlord for a failed inspection, can the landlord require the tenant to pay the subsidy portion of their rent?

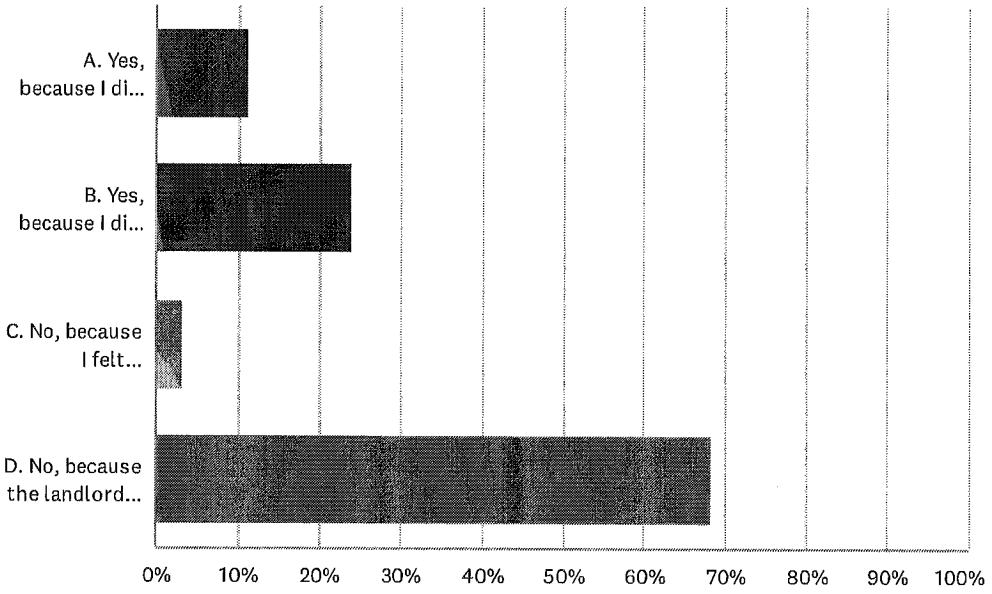
Answered: 61 Skipped: 2



ANSWER CHOICES	RESPONSES	
A. Yes	9.84%	6
B. No	63.93%	39
C. Only if the HAP contract has been terminated, meaning there is no subsidy portion anymore.	26.23%	16
TOTAL		61

Q7 Have you ever fixed items in the unit that were the landlord's responsibility to fix? Please select all that apply.

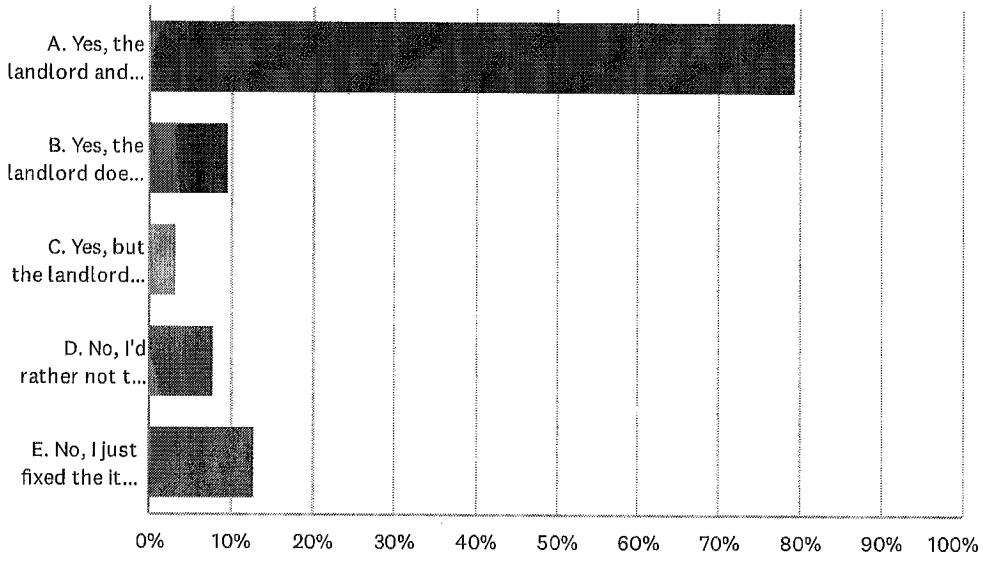
Answered: 63 Skipped: 0



ANSWER CHOICES	RESPONSES	
A. Yes, because I did not know it was the landlord's responsibility.	11.11%	7
B. Yes, because I did not want to get kicked out.	23.81%	15
C. No, because I felt responsible.	3.17%	2
D. No, because the landlord fixes items when I inform them.	68.25%	43
Total Respondents: 63		

Q8 Do you feel when you advise the landlord of broken items, they get fixed in a timely manner? Please select all that apply.

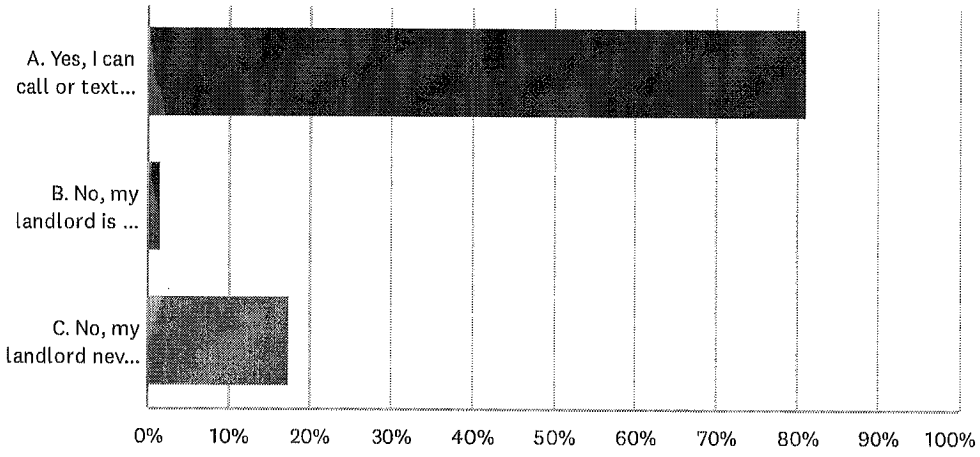
Answered: 63 Skipped: 0



ANSWER CHOICES	RESPONSES	
A. Yes, the landlord and I have good communication.	79.37%	50
B. Yes, the landlord does but threatens to kick me out.	9.52%	6
C. Yes, but the landlord tells me they will raise the rent.	3.17%	2
D. No, I'd rather not tell them in fear of my rent being raised.	7.94%	5
E. No, I just fixed the items myself.	12.70%	8
Total Respondents: 63		

Q9 Is your landlord easy to get in contact with?

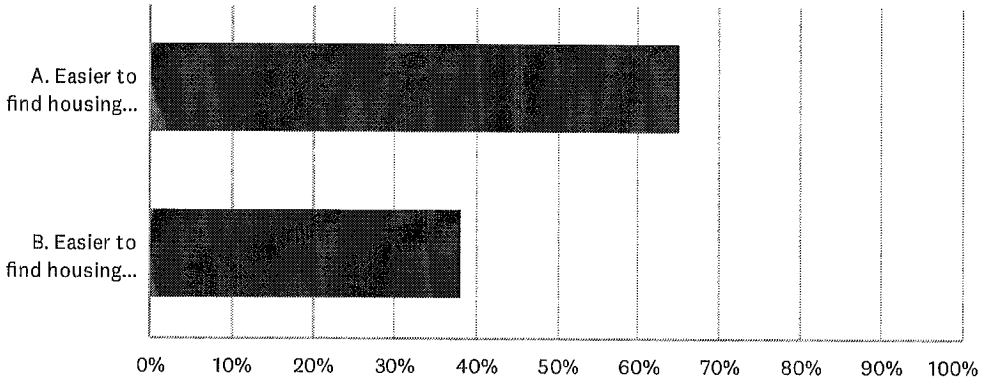
Answered: 63 Skipped: 0



ANSWER CHOICES	RESPONSES	
A. Yes, I can call or text them and easily express my issues.	80.95%	51
B. No, my landlord is not local.	1.59%	1
C. No, my landlord never answers or calls back.	17.46%	11
TOTAL		63

Q10 Have you felt it was easier finding housing with or without a voucher?

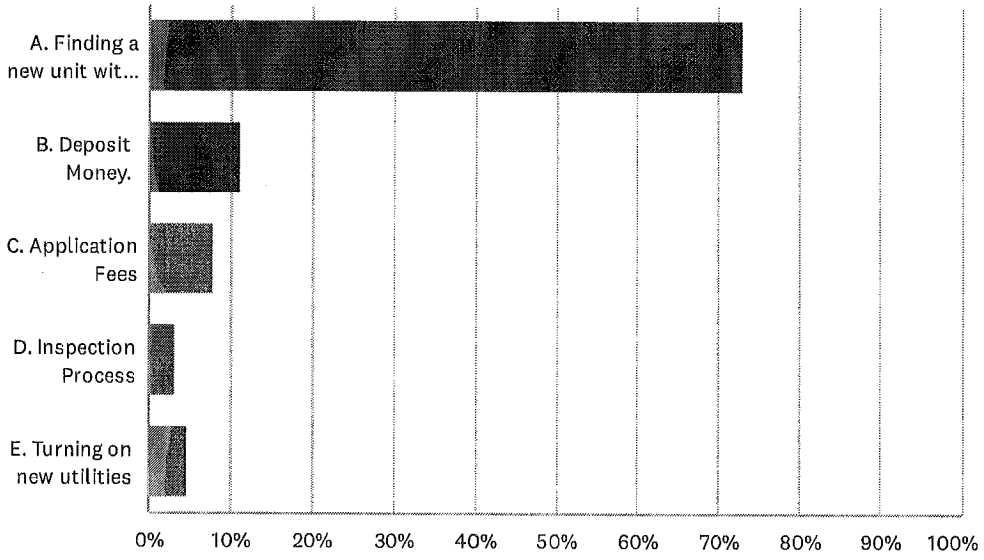
Answered: 63 Skipped: 0



ANSWER CHOICES	RESPONSES	
A. Easier to find housing with voucher.	65.08%	41
B. Easier to find housing without voucher.	38.10%	24
Total Respondents: 63		

Q11 What do you think is most difficult when moving to a new unit?

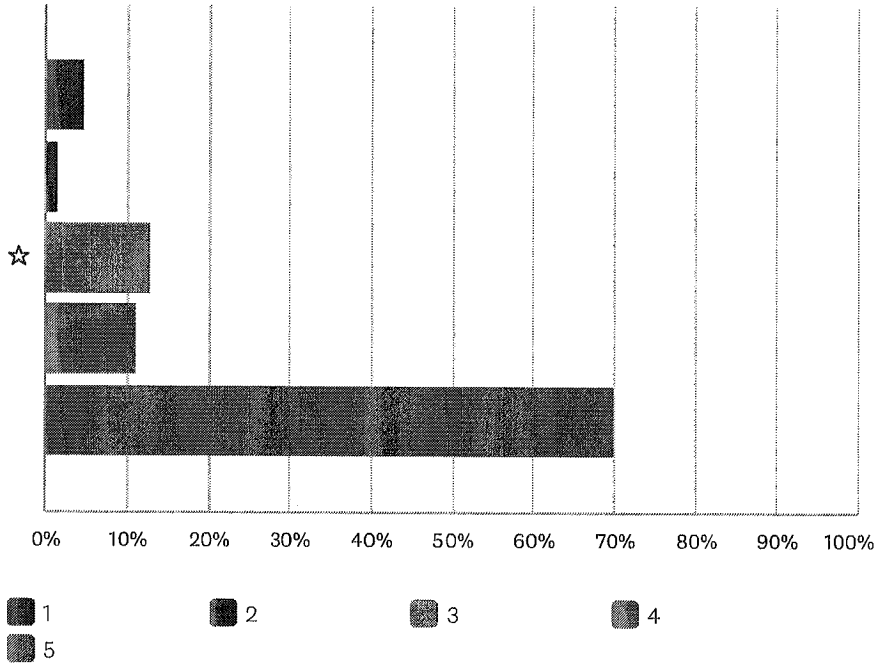
Answered: 63 Skipped: 0



ANSWER CHOICES	RESPONSES	
A. Finding a new unit within your price range.	73.02%	46
B. Deposit Money.	11.11%	7
C. Application Fees	7.94%	5
D. Inspection Process	3.17%	2
E. Turning on new utilities	4.76%	3
TOTAL		63

Q12 Please rate the Housing Office on its customer Service, with five stars being "excellent" customer service and one star being "very poor" customer service.

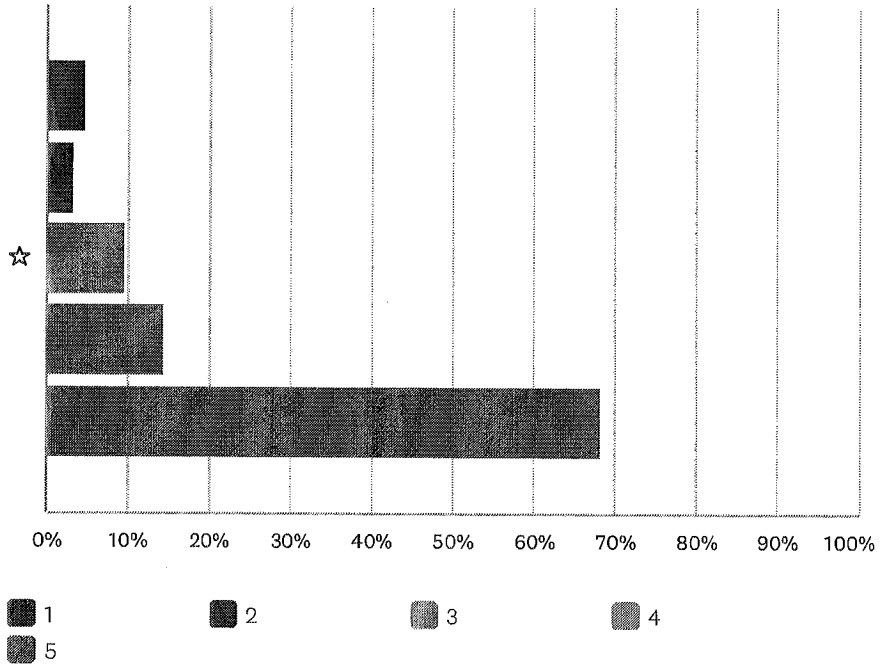
Answered: 63 Skipped: 0



	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	4.76% 3	1.59% 1	12.70% 8	11.11% 7	69.84% 44	63	4.40

Q13 Please rate the Housing Office on its responsiveness, with five stars being “highly responsive” and one star being “not at all responsive.”

Answered: 63 Skipped: 0



	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	4.76% 3	3.17% 2	9.52% 6	14.29% 9	68.25% 43	63	4.38

Q14 Do you have any other comments or feedback for the Housing Department?

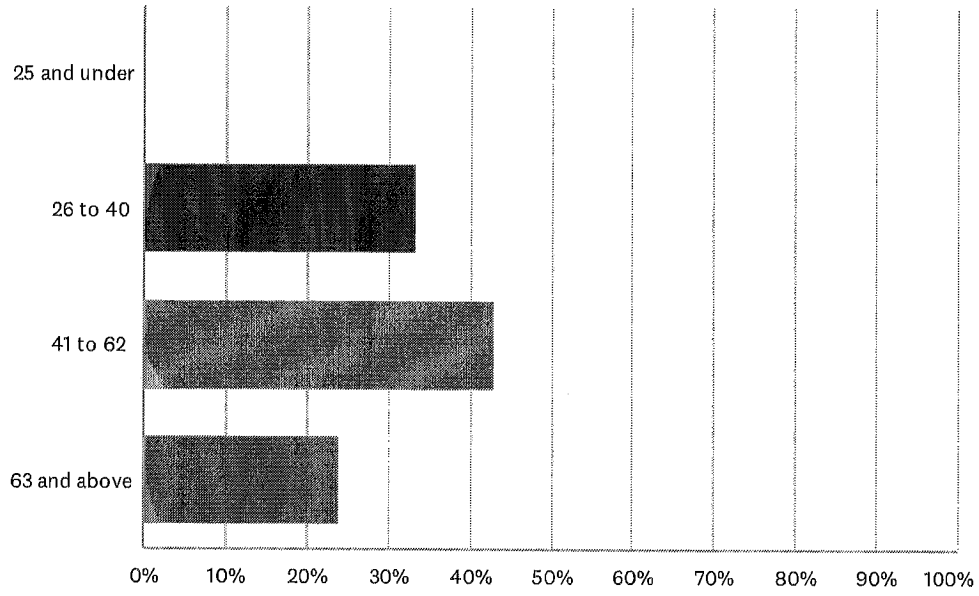
Answered: 46 Skipped: 17

#	RESPONSES	DATE
1	I am happy with my housing .	3/22/2023 9:25 AM
2	I don't know what I would do without them & because of them my children have had a much safer easier & productive lives	3/18/2023 1:57 AM
3	No	3/16/2023 7:30 PM
4	Not really just worried about my rent	3/16/2023 6:14 PM
5	I thank God for this Housing Department & Company without this I would be on the street. Thank you!!	3/15/2023 5:20 PM
6	N/A	3/14/2023 3:41 PM
7	MARY NATHAN, our counselor, is professional, efficient, and responsive! David in the Inspections Department is AWESOME!	3/14/2023 1:02 PM
8	No	3/12/2023 7:26 PM
9	I believe the housing department should give more information on buying a home. To prevent the high cost of rent and fear of begin evicted.	3/11/2023 9:07 AM
10	Suggestion: Pensacola Homeowner Voucher Program with a partnership with Habitat for Humanity.	3/8/2023 12:22 AM
11	No	3/7/2023 6:16 AM
12	No	3/6/2023 10:51 PM
13	My problems are only with a horrible landlord. Section 8 has always been easy to work with.	3/6/2023 6:15 PM
14	I haven't had any issues with my worker Jea Kelly or the housing authority.	3/6/2023 5:11 PM
15	Thank you kindly for all assistance. I have found a nice, safe home and a very respectable landlord/owner.	3/6/2023 3:37 PM
16	I wish I could get a one bedroom HOUSE for rent with a yard	3/6/2023 2:53 PM
17	No	3/6/2023 1:55 PM
18	No	3/6/2023 12:54 PM
19	None	3/5/2023 9:00 PM
20	Regarding Question 8. I have experienced both Yes/No instances where the landlord would make arrangements to fix repairs in a timely manner and don't and threaten to kick me out and other times I just don't inform because of fear of the rent being raised.	3/5/2023 1:51 AM
21	Thank you for giving the tenant a voice.	3/5/2023 1:23 AM
22	The Housing Department has amazing response time especially dealing with land owners whom threaten tenants with eviction/raising rent and gross negligent behavior Un-becoming of a respectable and nealthy owner/tenant relationship. I personally appreciate the Housing Office help.	3/4/2023 3:49 AM
23	I am so very grateful to have the voucher! I feel very lucky!	3/3/2023 4:54 PM
24	I feel like it's wrong some of the case worker not really helping people with no/less income when they trying to move when most properties out here running from $1850-$2700 for a 3 bedroom. I have been trying to move a year now and can't cause I don't have enough income	3/3/2023 8:26 AM

25	More programs for people needing help with housing is desperately needed in escambia and santa rosa bad bad bad	3/2/2023 8:32 PM
26	I think that it is to many houses keeping inspections	3/2/2023 7:34 PM
27	Housing prices are so expensive now and there are so few landlords willing to accept Section 8 vouchers so there are very few choices available for decent, affordable, safe housing!	3/2/2023 2:05 PM
28	No	3/1/2023 11:27 AM
29	Yes, do you have a program where you can buy a house through HUD	2/28/2023 6:02 PM
30	NO	2/28/2023 5:50 PM
31	No comment at this time	2/28/2023 12:33 PM
32	No	2/28/2023 10:47 AM
33	I like to express myself in person!	2/27/2023 7:25 PM
34	No	2/27/2023 7:09 PM
35	No	2/27/2023 3:25 PM
36	Not at moment	2/27/2023 2:11 PM
37	No	2/27/2023 1:13 PM
38	no they have been very fair with me & my worker always keeps me informed	2/27/2023 10:07 AM
39	Yes I think we should be able to move in nicer place , we should also get benefits to move with	2/26/2023 8:10 PM
40	No	2/26/2023 2:58 PM
41	No follow up on anything I have called about. Main complaint at this time, the AC has not been working since September. Nothing has been followed up on, after numerous requests to have it repaired. They are claiming that they can't get the monies for approval. It's been near 90 degrees in my apartment at times, for days at a time. Very uncomfortable.	2/26/2023 9:30 AM
42	I appreciate all the help that I receive from them	2/25/2023 9:17 PM
43	Can we start using the vouchers to buy a hud home?	2/25/2023 8:36 PM
44	No	2/25/2023 6:46 PM
45	No	2/25/2023 3:53 PM
46	Awesome	2/25/2023 1:34 PM

Q15 Are you willing to share your age group with us?

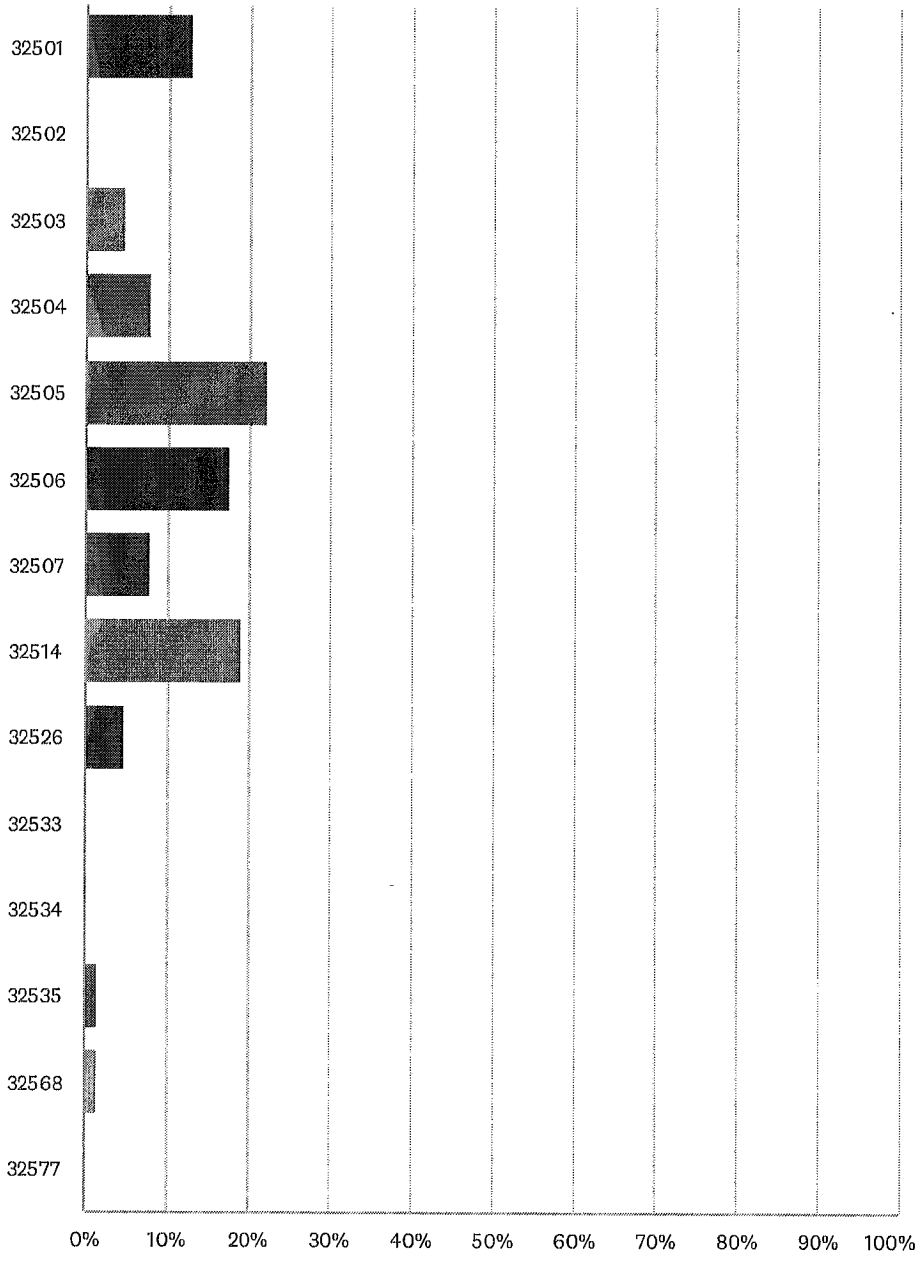
Answered: 63 Skipped: 0



ANSWER CHOICES	RESPONSES	
25 and under	0.00%	0
26 to 40	33.33%	21
41 to 62	42.86%	27
63 and above	23.81%	15
TOTAL		63

Q16 Will you let us know your zip code?

Answered: 63 Skipped: 0



ANSWER CHOICES	RESPONSES	
32501	12.70%	8
32502	0.00%	0
32503	4.76%	3
32504	7.94%	5
32505	22.22%	14
32506	17.46%	11
32507	7.94%	5
32514	19.05%	12
32526	4.76%	3
32533	0.00%	0
32534	0.00%	0
32535	1.59%	1
32568	1.59%	1
32577	0.00%	0
TOTAL		63

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan
(All PHAs)

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, D. C. Reeves, the Mayor
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years _____ and/or Annual PHA Plan for fiscal year 2023/2024 of the City of Pensacola Housing Department is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

Pensacola/Escambia County Florida
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR §§ 903.7(o)(3) and 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The PHA Plan for the City of Pensacola Housing Department is consistent with the Consolidated Plan in its mission and goals to provide decent, safe, and affordable housing to low income Residents in the community.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official:	Title:
D.C. Reeves	Mayor, City of Pensacola
Signature:	Date:

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Certifications of Compliance with PHA Plan and Related Regulations *(Standard, Troubled, HCV-Only, and High Performer PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 3/31/2024**

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the___ 5-Year and/or_X__ Annual PHA Plan, hereinafter referred to as" the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning _____, in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
   (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
   (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
   (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
- Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
- The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
- The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).

9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

City of Pensacola Housing Department
PHA Name

FL 092
PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 2023/2024

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director: Marcie Whitaker, Housing Director		Name Board Chairman D.C. Reeves, Mayor	
Marcie Whitaker	5-19-23		
Signature	Date	Signature	Date

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PENSACOLA
News Journal
pnj.com

MAR 28 2023 AM10:22

Housing Division
Attn: Housing Division
PO BOX 12910
PENSACOLA, FL 32521

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal** , a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

LEGAL NOTICE The Resident

as published in said newspaper in the issue(s) dated or by publication on the newspaper's website, if authorized, on :

03/19/23

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 19th of March 2023, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

5.15.23
My commission expires

# of Affidavits 2

Publication Cost: $161.40
Ad No: 0005633168
Customer No: PNJ-20423050

This is not an invoice

NANCY HEYRMAN
Notary Public
State of Wisconsin

LEGAL NOTICE

The Resident Advisory Board has submitted survey comments to the City of Pensacola's Public Housing Agency (PHA) to be considered in preparation of the 2024 Annual Plan. The plan outlines the goals and objectives for serving the needs of the City of Pensacola and Escambia County's rental assistance program participants and is submitted to the U.S. Department of Housing and Urban Development on an annual basis.

Effective March 30, 2023, a draft copy of the PHA 2024 Annual Plan will be available for public review in the lobby of the Pensacola Housing Office at 420 West Chase Street; online at cityofpensacola.com/198/Plans; or will be provided electronically upon request. Comments are encouraged and may be submitted by May 17, 2023, to the City of Pensacola Housing Department, P.O. Box 12910, Pensacola, FL 32521; hand-delivered to the Housing Department drop box at 420 W. Chase Street; faxed to Dawn Corrigan at 850-595-0113; or emailed to dcorrig an@cityofpensacola.com.

A Public Hearing is scheduled for Wednesday, May 17, 2023, at 4:00 p.m. in the Vince Whibbs Room at City Hall 222 W. Main Street, Pensacola, Florida. Interested persons may appear and provide comment on the PHA 2024 Annual Plan.

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 850-858-0350 (or T.D.D. 850-595-0102) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the city time to provide the requested services.

D.C. Reeves
Mayor
Legal No. 5633168 March 19, 2023

PUBLIC HEARING

May 17 – 4:00 PM
City of Pensacola
Vince Whibbs Conference Room 2nd Floor City Hall
222 W. Main Street
Pensacola, FL

FY 2023/2024 PHA Annual Plan

AGENDA

I. Welcome and Introduction

II. Overview of the Plan

III. Discussion of Progress Report and Survey Results

IV. Review of Plan submission process

V. Public Comments and Questions

Minutes of Public Hearing for
City of Pensacola
FY 2023/2024 Public Housing Agency (PHA) Plan

A public hearing was held May 017,2023, at 4:00 p.m., at the City of Pensacola, Whibbs Conference Room, 222 W Main Street, Pensacola, FL 32502

Staff members present: Marcie Whitaker, Housing Director, PHD; Meredith Reeves, Assistant Housing Director, PHD

Citizens present: Barry Robinson

1. **Welcome and Introduction**: Marcie Whitaker introduces herself and staff. Marcie Whitaker explained the purpose of the public hearing and described the PHA plan purpose.

2. **OVERVIEW OF PLAN:** Marcie Whitaker and Meredith Reeves provided an overview of the Plan elements.

3. **DISCUSSION of PROGRESS REPORT AND SURVEY RESULTS:** Marcie Whitaker presented Plan Highlights and discussed the survey results

4. **REVIEW OF PLAN SUBMISSION PROCESS:** Marcie Whitaker reviewed the Plan submission process noting that the Plan will be presented to City Council for approval on June 15, 2023. After Council approval, the Plan will be submitted to the U.S. Department of Housing and Urban Development for approval prior to July 15, 2023.

5. **PUBLIC COMMENTS AND QUESTIONS:** Mr. Robinson indicated he has been a participant on the program for a long time and is pleased with the assistance. Mr. Robinson discussed maintenance issues with his unit that he has been able to resolve. Marcie Whitaker and Meredith Reeves stated that Mr. Robinson needed to make sure issues were resolved prior to his annual inspection and to contact his Housing counselor if he has issues. He indicated he was very pleased with Ms. Kelly his housing counselor. Mr. Robinson asked if he would be included in the Plan. Marcie Whitaker and Meredith Reeves indicated the sign in sheet would become a part of the Plan submitted to HUD. He was pleased to know he would become part of the process.

The meeting adjourned at 4:30 p.m. May 17, 2023

SIGN-IN SHEET

Project: Public Housing Plan Public Hearing | **Meeting Date:** May 17, 2023

Name (please print)	Organization Representing
Barry A. Robinson	

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00415 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

FISCAL YEAR 2023 COMMUNITY POLICING MEMORANDUM OF UNDERSTANDING (MOU) - DOWNTOWN IMPROVEMENT BOARD (DIB)

RECOMMENDATION:

That the City Council approve a Memorandum of Understanding (MOU) between the City of Pensacola and the Downtown Improvement Board of Pensacola for the purpose of providing Community Policing Innovations within the downtown area in the City of Pensacola, Escambia County, Florida (hereinafter referred to as the "DIB District") for the Fiscal Year 2023 in the amount not to exceed $60,000.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Downtown Improvement Board (hereinafter referred to as "DIB") was created through an act of the Legislature of the State of Florida to correct blight, preserve and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential investment, beautifying downtown Pensacola, and marketing and promoting downtown Pensacola to attract more customers, clients, residents, and other users of downtown Pensacola.

The DIB wishes to develop and implement Community Policing Innovations which for this agreement is defined as a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

The City employs sworn law enforcement officers who have the police power and the ability to assist the DIB by focusing resources upon Community Policing Innovations in an effort to reduce crime within the DIB District. The City and DIB are willing to cooperate and provide assistance to each other, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the DIB District, benefit the local economy, and be a substantial benefit to the DIB and City, by jointly undertaking community policing innovations within the DIB District.

There exists an Interlocal Agreement for Community Policing Innovations Fiscal Year 2023, between the Community Redevelopment Agency of the City of Pensacola, Florida and The City of Pensacola, Florida, to include Amendment 1 to the Interlocal Agreement for Community Policing Innovations Fiscal Year 2023, between the Community Redevelopment Agency of the City of Pensacola, Florida and The City of Pensacola, Florida.

The parties desire to enter a memorandum of understanding setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the DIB District through Community Policing Innovations and have determined that such an agreement to accomplish the purposes, as set forth herein, involves appropriate public expenditures to accomplish important public purposes.

PRIOR ACTION:

No

FUNDING:

Budget: $ 60,000

Actual: $ 60,000

FINANCIAL IMPACT:

Funding for Community Policing within the DIB District has been included in the Fiscal Year 2023, within the Police Departments Fiscal Year 2023 Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1) DIB Memorandum of Understanding for Community Policing

PRESENTATION: No

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF
PENSACOLA, FLORIDA
AND
DOWNTOWN IMPROVEMENT B O A R D

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of the ____ day of _____ 2023 by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 226 South Palafox Street, Suite 106, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WITNESSETH:

WHEREAS the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential investment, beautifying Downtown Pensacola, and marketing and promoting Downtown Pensacola to attract more customers, clients, residents, and other users of Downtown Pensacola; and

WHEREAS Ordinance 47-72 sets out the location and boundaries of the taxing district in the downtown area in the City of Pensacola, Escambia County, Florida (hereinafter referred to as the "DIB District"); and

WHEREAS the Pensacola Downtown Improvement Board Act authorizes the DIB to enter into agreements with other governmental agencies or public bodies; and

WHEREAS, the DIB wishes to develop and implement Community Policing Innovations which for this agreement is defined as a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol; and

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

WHEREAS, the City employs sworn law enforcement officers who have the police power and the ability to assist the DIB by focusing resources upon Community Policing Innovations in an effort to reduce crime within the DIS District; and the City and the DIB are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the DIB District, benefit the local economy, and be of substantial benefit to the DIB and the City by jointly undertaking community policing innovations within the DIB District;

WHEREAS there exists an Interlocal Agreement for Community Policing Innovations Fiscal Year 2023 between the Community Redevelopment Agency of the City of Pensacola, Florida and The City of Pensacola, Florida and Amendment 1 to the Interlocal Agreement For Community Policing Innovations Fiscal Year 2023 between the Community Redevelopment Agency of the City of Pensacola, Florida and The City of Pensacola, Florida; and

WHEREAS the parties desire to enter into an MOU setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the DIB District through Community Policing Innovations; and

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

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

Article1: Purpose

1.1 Purpose

The recitals contained in the preamble of this MOU are declared to be true and correct and are hereby incorporated into this MOU. It is also the purpose of this MOU to define and delineate the responsibilities and obligations of the parties to this MOU, and to express the desire of the parties to cooperate to accomplish the purposes and expectations of this MOU.

Article 2: Project

2.1 Description.

The Project consists of the desire of the DIB to share in the cost of Community Policing Innovations as set forth in the Interlocal Agreement For Community Policing Innovations Fiscal Year 2023 between the Community Redevelopment Agency of the City of Pensacola, Florida and The City of Pensacola, Florida (hereinafter referred to as “CRA ILA FY 2023”) and Amendment 1 to the Interlocal Agreement For Community Policing Innovations Fiscal Year 2023 between the Community Redevelopment Agency of the City of Pensacola, Florida and The City of Pensacola, Florida (hereinafter referred to as “CRA ILA FY 2023 Amendment 1”).

The DIB desires to make payments to the City of Pensacola for the benefits received by the DIB District as a result of the Community Policing Innovations set forth in the CRA ILA FY 2023 and CRA ILA FY 2023 Amendment 1 because the geographic boundaries of the DIB District are located within the area defined in CRA ILA FY 2023 and CRA ILA FY 2023 Amendment 1. The CRA ILA FY 2023 and CRA ILA FY 2023 Amendment 1 are attached together as Exhibit A.

2.2 Community Policing Innovation Services.

The Community Innovation Policing services that are provided are set forth in the CRA ILA FY 2023 and CRA ILA FY 2023 Amendment 1.

2.3 Project Administration.

The City, in consultation and cooperation with the DIB, shall be responsible for and shall oversee the administration of the Project.

2.4 DIB Payments.

The parties mutually acknowledge and agree that for any given fiscal year (October 1st through September 30th) the DIB will be responsible for up to $60,000 of aggregate cost for the undertaking of the Project as described in Section 2.1. The City shall provide DIB quarterly invoices in the amount of $15,000. Within 30 days of receipt of periodic invoices from the City, the DIB shall make payment to the City.

Article 3: General Provisions

3.1 Term and Termination.

(a) This MOU shall remain in place until terminated, but for no longer than three (3) years from its inception.

(b) This MOU may be terminated, for convenience, at any time.

3.2 Headings.

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

3.3 Survival:

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

3.4 Governing Law.

This MOU shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this MOU shall be in the City of Escambia.

3.5 Severability.

The invalidity or non-enforceability of any portion or provision of this MOU shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this MOU and the

balance hereof shall be construed to enforce as if this MOU did not contain such invalid or unenforceable portion of provision.

3.6 Further Documents.

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this MOU.

3.7 No Waiver.

The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this **MOU.**

3.8 Notices.

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

TO THE CITY	**TO THE DIB**
Executive Director	City Administrator
226 South Palafox Street, Suite 106	222 West Main Street
Pensacola, FL 32502	Pensacola, FL 32502

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

3.9 Liability

The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City and D18, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity, and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this MOU.

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

PENSACOLA DOWNTOWN IMPROVEMENT BOARD

_____
Chairman

Attest:

_____
Secretary

CITY OF PENSACOLA, FLORIDA

_____
Mayor, D.C. Reeves

_____
City Clerk, Ericka L. Burnett

Approved As To Substance:

_____
Department Director/Division Head

Legal in form and valid as drawn:

_____
City Attorney

Exhibit A

INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2023

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2022097394 9/28/2022 4:17 PM
OFF REC BK: 8866 PG: 334 Doc Type: AGM
Recording $154.50

This **INTERLOCAL AGREEMENT** (the " Agreement"), is made and entered into as of this 23rd day of September, 2022 and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Agency proposes to exercise its powers available under Part III, Chapter 163, Florida Statutes, as amended (the "Redevelopment Act") to aid, assist, and cause the rehabilitation and the redevelopment of the Urban Core Community Redevelopment Area to be accomplished by, among other things, using some of its "increment revenues" deposited in the Redevelopment Trust Fund (as hereinafter defined) together with funds provided by the City of

Pensacola General Fund to pay for certain Community Policing Innovations (hereinafter defined and referred to hereinafter as the "Project") to be provided hereinafter by the City; and

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

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

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

ARTICLE 1: AUTHORITY

1.1. Authority.

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

ARTICLE 2: DEFINITIONS

2.1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

(11) "Community Redevelopment Area" or "Urban Core Community Redevelopment Area" means the area found to be a slum or blighted and described in Resolution No. 54-80, adopted by the City Council on September 25, 1980, as affirmed by Resolution No. 65-81, adopted by the City Council on October 22, 1981.

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

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

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

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

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

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

(18) "Termination Date" means September 30, 2023, or the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.5, whichever, occurs earlier.

2.2. Use of Words and Phrases.

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

2.3. Florida Statutes.

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

ARTICLE 3: PURPOSE

3.1. Purpose.

The purpose of this Agreement is to induce, encourage and assist the redevelopment of the Community Redevelopment Area through assistance and cooperation in undertaking community policing innovations within the area. It is also the purpose of this agreement to avoid expending the Agency's Increment Revenues (as defined in the Act) on general government

operating expenses unrelated to the planning and carrying out of the Plan. It is also the purpose of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

ARTICLE 4: THE PROJECT

4.1. Description.

The Project consists of the City providing Community Policing Innovation services within the Urban Core Community Redevelopment Area, bounded by A Street, 17th Avenue, Cervantes Street, and Pensacola Bay, in its entirety, and in consideration of such services, the Agency Payments to the City.

4.2. Project Administration.

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

4.3. Agency Payments.

Within 45 days of receipt of periodic invoices from the City, accompanied by an accounting for the costs of the Project, the Agency shall pay from the Community Policing Innovations Account reimbursing Agency Payments to the City equal to the Actual costs of the Project. Provided, however, the sum of the Agency Payments shall not exceed $100,000. Upon receipt of the Agency's written approval of any such invoice and accounting, the City's Chief Financial Officer may withdraw the Agency Payment directly from the Community Policing Innovations Account. Although this Sec. 4-3 contemplates and references the production of invoices, accountings and written approvals of invoices and accountings, these documents are accumulated and retained for subsequent auditing purposes and the periodic initiation and transfer of agency payments shall be accomplished through appropriate automated data processing means.

ARTICLE 5: FINANCING

5.1. General.

The parties mutually acknowledge and agree that the aggregate cost of undertaking Community Policing Innovations within the Community Redevelopment Area is not to exceed $100,000 for Fiscal Year 2023. The Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof. All other costs will be paid from other funds available to the City and set aside and committed for the purpose of paying such costs.

5.2. Community Policing Innovations Account.

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

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

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

5.3 Available Increment Revenues.

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

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

(3) The Agency covenants and agrees with the City and does hereby grant a lien in favor of the City on the funds on deposit in the Community Policing Innovations Account for the purposes set forth in this Agreement. Funds on deposit in this Community Policing Innovations Account may only be used to pay the Costs of the Project. Any funds remaining after all costs of the Project have been paid shall be used only in the manner authorized by Section 163.387(7), Florida Statutes.

5.4. Enforcement of Increment Revenues Collections.

The Agency is currently receiving Increment Revenues, having taken all action required by law to entitle it to receive the same, and the Agency will diligently enforce its rights to receive the Increment Revenues and will not take any action which will impair or adversely affect its right to receive such funds or impair or adversely affect in any manner the Agency's covenant to budget and appropriate Available Increment Revenues for deposit to the Community Policing Innovations Account. The Agency and the City covenant and agree, so long as the Agency is required to make the Agency Payments, to take all lawful action necessary or required to continue the entitlement of the Agency to receive the Increment Revenues as now provided by law or may later be authorized, and to make the transfers required by this Agreement. The City does hereby covenant and agree that, so long as the Agency is required to make the Agency

Payments, to timely budget, appropriate and pay into the Redevelopment Trust Fund in each fiscal Year the amount required of it to be so paid by the Redevelopment Act. Notwithstanding any other provision herein to the contrary, the failure of the enforcement of collection of Increment Revenues by the Agency will not relieve the City of its obligations hereunder to pay the City Payment.

5.5. No General Obligation.

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

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

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

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

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

(3) This Agreement and each document contemplated hereby to which the Agency is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the Agency enforceable against it in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from

time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

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

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

6.2. Representations and Warranties of the City.

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

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

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

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

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

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

ARTICLE 7: DEFAULT; TERMINATION

7 .1. Default by the Agency.

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

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

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

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

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

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

7 .2. Default by the City.

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

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

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

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

7.3. Obligations, Rights and Remedies Not Exclusive.

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

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

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

7.5. Effect of Termination.

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

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

ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

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

8.2. This Agreement Constitutes a Contract.

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

8.3. Assignment.

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

8.4. Severability.

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

8.5. Controlling Law; Venue.

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

8.6. Members Not Liable.

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

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

8.7. Expiration of Agreement.

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

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

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

8.8. Third Party Beneficiaries.

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

8.9. Notices.

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

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

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

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

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

8.10. Execution of Agreement.

This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in Section 8.11 hereof, his or her signature shall nevertheless be valid an sufficient for

all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.11. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City Council and the execution hereof by the duly qualified and authorized officers of each of the parties hereto as provided in Section 8.10 hereof, to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County Florida, as provided by Section 163.01(11), Florida Statutes.

8.12. Effective Date.

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

8.13. City and Agency Not Liable.

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

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

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA

Teniade Broughton, CRA Chairperson

Attest:

Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

for:

Grover C. Robinson, IV, Mayor

Attest:

Ericka L. Burnett, City Clerk

Approved as to Content:

Victoria D'Angelo, Asst. CRA Manager

Approved as to Form and Execution:

Heather F. Lindsay for
City Attorney

Heather F. Lindsay
Asst. City Attorney

CRA
Community Redevelopment Agency

Legislation Details (With Text)

File #:	22-00803	**Version:** 1	**Name:**		
Type:	Action Item		**Status:**	Passed	
File created:	8/1/2022		**In control:**	Community Redevelopment Agency	
On agenda:	8/15/2022		**Final action:**	8/15/2022	
Enactment date:			**Enactment #:**		
Title:	FISCAL YEAR 2023 COMMUNITY POLICING INTERLOCAL AGREEMENT				
Sponsors:	Teniade Broughton				
Indexes:					
Code sections:					
Attachments:	1. FY2023 Community Policing Interlocal Agreement				

Date	Ver.	Action By	Action	Result
8/15/2022	1	Community Redevelopment Agency	Approved	Pass

ACTION ITEM

SPONSOR: Teniade Broughton, Chairperson

SUBJECT:

FISCAL YEAR 2023 COMMUNITY POLICING INTERLOCAL AGREEMENT

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve an interlocal agreement with the City of Pensacola for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area for Fiscal Year 2023 in an amount not to exceed $100,000.

SUMMARY:

One of the primary obstacles to urban revitalization is the perception of a lack of safety. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety, as well as, the safety of property. Community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area.

Revitalization has drawn significant numbers of people and activities to areas long underutilized. However, the Urban Core Community Redevelopment Area still experiences safety concerns of varying degrees. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core Community Redevelopment Area from 17th Avenue to A Street.

PRIOR ACTION:

July 25, 2002 - City Council adopted Resolution No. 21-02, CRA Plan Additional Priority Element - Urban Core Area Community Policing Innovations.

January 20, 2010 - City Council adopted Resolution No. 02-10, Urban Core Community Redevelopment Plan, 2010, including Community Policing Innovations for the Urban Core.
September 20, 2010 - CRA approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 23, 2010 - City Council approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 19, 2011 - CRA approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

September 22, 2011 - City Council approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

November 28, 2011 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

December 1, 2011 - City Council approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

May 8, 2017 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing until September 30, 2018.

October 8, 2018 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2019.

April 8, 2019 - CRA authorized the purchase and installation of a security camera at Jefferson Street and Government Street under the Fiscal Year 2019 Urban Core Community Policing Interlocal Agreement.

September 9, 2019 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2020.

September 12, 2019 - City Council approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2020.

September 8, 2020 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2021.

September 7, 2021 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2022.

FUNDING:

Budget: $ 100,000

Actual: $ 100,000

FINANCIAL IMPACT:

Funding in the amount of $100,000 has been included in the CRA Fiscal Year 2023 proposed budget for the Interlocal Agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/4/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Sherry Morris, Development Services Director
Victoria D'Angelo, Assistant CRA Manager

ATTACHMENTS:

1) FY2023 Community Policing Interlocal Agreement

PRESENTATION: Yes

AMENDMENT NO.1
INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2023

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023007799 2/1/2023 8:23 AM
OFF REC BK: 8924 PG: 91 Doc Type: AGM
Recording $27.00

This **AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT** (the " Agreement"), is made and entered into as of this 27th day of JANUARY, 2023 and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

W I T N E S S E T H:

WHEREAS, on August 8, 2022, the Agency and the City entered into an Interlocal Agreement for the purpose of undertaking community policing innovations within the Urban Core Community Redevelopment Area ("the District"); and

WHEREAS, the Interlocal Agreement established that the amount of Agency payments made towards the undertaking of community policing activities would not exceed $100,000 for Fiscal Year 2023; and

WHEREAS, the Agency and City, jointly, desire to create additional police presence within the District in an effort to improve safety and security within the District, particularly during night and weekend hours; and

WHEREAS, the add such services is estimated at $191,700; and

WHEREAS, the Agency and City agree to increase the amount of Agency payments to be made in accordance with the Interlocal Agreement to an amount not to exceed $291,700 for the Fiscal Year 2023; and

WHEREAS, both the Agency and City desire to continue the community policing activities embodied in the Interlocal Agreement; and

WHEREAS, the Agency and City, desire to amend the Interlocal Agreement upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and agreements herein contained, it is agreed by the Agency and City that the Interlocal Agreement shall be amended as follows:

1. The Parties agree that the recitals above are true and correct and are hereby incorporated into this Amendment.

2. Section Article 4.3 of the Interlocal Agreement is amended to increase the sum of Agency Payments to be made under the terms of the Interlocal Agreement during Fiscal Year 2023 from an amount not to exceed $100,000 to an amount not to exceed $291,700.

3. The remaining provisions of the Interlocal Agreement shall remain in full force and effect.

4. This Amendment No. 1 to the Interlocal Agreement shall be recorded by the CRA upon full execution.

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

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA

Teniade Broughton, CRA Chairperson

Attest:

Ericka L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

for!

D.C. Reeves, Mayor

Attest:

Ericka L. Burnett, City Clerk

Approved as to Content:

Victoria D'Angelo, Assistant CRA Manager

Approved as to Form and Execution:

Charlie Peppler, City Attorney

Heather F. Lindsay
Asst. City Attorney

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 23-00057

File ID:	23-00057	***Type:** Legislative Action Item	**Status:** Passed
Version:	1	**Attorney Review::**	***Meeting Body:** City Council
			File Created: 01/06/2023
Subject:			**Final Action:** 01/19/2023
Title:	AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR COMMUNITY POLICING FOR FISCAL YEAR 2023		
			***Agenda Date:** 01/19/2023
			Agenda Number: 16.
Sponsors:	Teniade Broughton		**Enactment Date:**
Attachments:	FY2023 Interlocal Agreement for Community Policing, Amendment No. 1 to FY2023 Interlocal Agreement for Community Policing		**Enactment Number:**
tecommendation:			**Hearing Date:**
Entered by:	GranicusCouncilStaff@cityofpensacola.com		**Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	01/17/2023	Placed on Regular Agenda				Pass
	Action Text:	This Legislative Action Item was Placed on Regular Agenda.					
1	City Council	01/19/2023	Approved				Pass
	Action Text:	A motion was made by Council Member Moore, seconded by Council Member Patton, that this Legislative Action Item be Approved. The motion carried by the following vote: Yes: 6 Council Member Patton, Council President Wiggins, Council Vice President Jones, Council Member Moore, Council Member Brahier, and Council Member Broughton No: 1 Council Member Bare					

Text of Legislative File 23-00057

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Teniadé Broughton

SUBJECT:

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR COMMUNITY POLICING FOR FISCAL YEAR 2023

RECOMMENDATION:

That the City Council approve Amendment No. 1 to the Interlocal Agreement for Community Policing for the Fiscal Year 2023 with the City of Pensacola to increase the allocation to an amount not to exceed $291,700 to increase police presence within the Urban Core Community Redevelopment Area, particularly during night and weekend hours

HEARING REQUIRED: No Hearing Required

SUMMARY:

One of the primary obstacles to urban revitalization is the perception of a lack of safety. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety, as well as, the safety of property. Community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area.

Revitalization has drawn significant numbers of people and activities to areas long underutilized. However, the Urban Core Community Redevelopment Area still experiences safety concerns of varying degrees. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core Community Redevelopment Area from 17th Avenue to A Street. The Interlocal Agreement for Community Policing for Fiscal Year 2023 was approved by the CRA on August 15, 2022, which allocated up to $100,000 towards community policing innovations in this district. Currently the CRA and DIB, jointly, fund two dedicated community policing officer positions for the Urban Core district.

The City is requesting to add two additional dedicated officers to increase safety and security within the district, particularly during night time and weekend hours. The cost to add these positions is estimated at $191,700, which includes funding for salaries and benefits and necessary equipment, uniforms and police bikes. The estimated cost breakdown is as follows:

Annual Salary $88,100
Benefits $65,600
Equipment, Uniforms $30,000
Police Bike $8,000
Total $191,700

An amendment to the Interlocal Agreement is requested to increase the total amount authorized to an amount not to exceed $291,700 to add the additional positions.

PRIOR ACTION:

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

FUNDING:

Budget: $ 291,700

Actual: $ 291,700

FINANCIAL IMPACT:

Amendment of the Interlocal Agreement will increase the maximum amount of funding for community policing by $191,700 to an amount not to exceed $291,700. The supplemental funding will be transferred from Urban Core Acquisition and Redevelopment in the Fiscal Year 2023 CRA Fund budget.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) FY2023 Interlocal Agreement for Community Policing
2) Amendment No. 1 to FY2023 Interlocal Agreement for Community Policing

PRESENTATION: No

Legislation Details (With Text)

File #:	23-00004	**Version:** 1	**Name:**		
Type:	Action Item		**Status:**	Passed	
File created:	12/20/2022		**In control:**	Community Redevelopment Agency	
On agenda:	1/17/2023		**Final action:**	1/17/2023	
Enactment date:			**Enactment #:**		
Title:	AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR COMMUNITY POLICING FOR FISCAL YEAR 2023				
Sponsors:	Teniade Broughton				
Indexes:					
Code sections:					
Attachments:	1. FY2023 Interlocal Agreement for Community Policing, 2. Amendment No. 1 to Interlocal Agreement				

Date	Ver.	Action By	Action	Result
1/17/2023	1	Community Redevelopment Agency	Approved	Pass

ACTION ITEM

SPONSOR: Teniade Broughton, Chairperson

SUBJECT:

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR COMMUNITY POLICING FOR FISCAL YEAR 2023

RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve Amendment No. 1 to the Interlocal Agreement for Community Policing for the Fiscal Year 2023 with the City of Pensacola to increase the allocation to an amount not to exceed $291,700 to increase police presence within the Urban Core Community Redevelopment Area, particularly during night and weekend hours.

SUMMARY:

One of the primary obstacles to urban revitalization is the perception of a lack of safety. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety, as well as, the safety of property. Community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area.

Revitalization has drawn significant numbers of people and activities to areas long underutilized. However, the Urban Core Community Redevelopment Area still experiences safety concerns of varying degrees. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core

Community Redevelopment Area from 17th Avenue to A Street. The Interlocal Agreement for Community Policing for Fiscal Year 2023 was approved by the CRA on August 15, 2022, which allocated up to $100,000 towards community policing innovations in this district. Currently the CRA and DIB, jointly, fund two dedicated community policing officer positions for the Urban Core district.

The City is requesting to add two additional dedicated officers to increase safety and security within the district, particularly during night time and weekend hours. The cost to add these positions is estimated at $191,700, which includes funding for salaries and benefits and necessary equipment, uniforms and police bikes. The estimated cost breakdown is as follows:

Annual Salary	$88,100
Benefits	$65,600
Equipment, Uniforms	$30,000
Police Bike	$8,000
Total	**$191,700**

An amendment to the Interlocal Agreement is requested to increase the total amount authorized to an amount not to exceed $291,700 to add the additional positions.

PRIOR ACTION:

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

FUNDING:

Budget: $ 291,700

Actual: $ 291,700

FINANCIAL IMPACT:

Amendment of the Interlocal Agreement will increase the maximum amount of funding for community policing by $191,700 to an amount not to exceed $291,700. The supplemental funding will be transferred from Urban Core Acquisition and Redevelopment in the Fiscal Year 2023 CRA Fund budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/23/2022

STAFF CONTACT:

David Forte, Deputy City Administrator - Community Development
Sherry Morris, Development Services Director
Victoria D'Angelo, CRA Assistant Manager
Eric Randall, Pensacola Police Chief

ATTACHMENTS:

1) FY2023 Interlocal Agreement for Community Policing
2) Amendment No. 1 to Interlocal Agreement

PRESENTATION: Yes

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00454 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AWARD OF CONTRACT FOR THE PENSACOLA POLICE DEPARTMENT PERIMETER FENCING PROJECT

RECOMMENDATION:

That City Council award a contract to Superior Fence & Rail, Inc., for a quoted base price of $125,762.00, plus 10% contingency in the amount of $12,576.20, for a total contract price of $138,338.20. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the quote, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this project is the installation of new chain link fencing around the Pensacola Police Department (PPD). The new fencing will replace the aged and, in some places, collapsed fencing that secures the impound lot, where evidence is stored, and to provide safety and security to our employees using the parking area. The quote includes removing the existing fencing, haul away, raising the new fencing and putting in electronic gates at the two entry/exit points of the employee parking lot. Superior Fencing & Rail can provide the exact service required for the project, to include the appropriate gates that work with our current building doors security system. PPD requested quotes from three vendors and Superior Fencing & Rail, Inc. was the only vendor to provide a quote.

PRIOR ACTION:

None

FUNDING:

Budget: $203,958.44 PPD - City's General Funds

Actual: $ 73,006.00 (Installation of new fencing)
51,956.00 (Gates, enclosed track & trolly, latch post set in concrete)
800.00 (Concrete filled bollards, galvanized pipe w/ cover, HiViz safety yellow)

12,576.20 (10% contingency)
24,632.00 (Vegetation Removal / funding already issued)
40,988.24 (Access Control / funding already issued)
$203,958.44 Total Project

FINANCIAL IMPACT:

The total budget for this project started at $180,000.00. At this point, $138,338.20 has been quoted for the entirety of the fencing installation project that includes a 10% contingency. $180,000 was awarded by City Council in February of 2023 and $65,620.24 of that amount has been issued for the vegetation removal and access control costs. There is a budget overage in the amount of $23,958.44, which will be paid out of the PPD City's General Funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/6/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1) Superior Fencing & Rail Quote - (fencing & gates)
2) Gulf Coast Environmental Contractors, Inc. Quote - (vegetation/bush removal)
3) Redwire Quote - (access control)

PRESENTATION: No

SUPERIOR FENCE&RAIL, INC.
WHERE QUALITY MATTERS

ESTIMATE

Date: December 9, 2022
Updated: 4/27/23

Superior Fence & Rail
Paul Bowen
2906 Avalon Blvd
Milton, FL 32583
Office: (850) 706-7710
Cell: (850) 982-0243
paul@fencingpensacola.com

To: Pensacola Police Department
711 N Hayne St.
Pensacola, FL 32501
Rick Bates - City of Pensacola
O: (850) 436-5506
C: (850) 824-0574
rbates@cityofpensacola.com

Project:	Bid Items:
Pensacola Police Department	**Fence, Vehicle Gates and Automation**

QTY	Gate Automation	Pricing
Qty 1	Install 1181 LF 8'H galvanized commercial grade chain link fence with no barbed wire	$73,006.00
Qty 2	22'W x 8'H Aluminum Frame Cantilever Gate; enclosed track and trolley with galvanized 9 gauge galvanized chain link fabric, (3) 4" Sch40 cantilever and latch posts set in concrete foundations	$51,956.00
Qty 2	HySecurity SlideSmartDC HD25 Commercial Slide Gate Operator with built in battery backup installed on extended pipe frame rack (h-brace) set in concrete footings, security/electrical panels can be installed on rack	
Qty 2	Monitored Photocell mounted across the opening as per UL325 Safety Standards	
Qty 2	Monitored Safety Edge (wired) mounted on front cantilever post to meet UL325 Safety Standards	
Qty 4	HY5B 2.0 Plug in Loop Detector	
Qty 6	Sawcut vehicle sensing obstruction loops; (1) inside safety, (1) outside safety, (1) free exit; each opening	
Qty 2	SOS Siren Operated Sensor for FD Emergency Access	
Qty 2	Grounding and surge protection	
Qty 4	Concrete filled bollard 6" Sch40 galvanized pipe w/ bollard cover; HiViz safety yellow to protect gooseneck post	
	Price:	$124,962.00

QTY	Add Alternatives and Reference Pricing	Add to Total Base	Acceptance	Pricing
Qty 1	Concrete filled bollards 6 5/8" Sch40 galvanized pipe with bollard cover; HiViz safety yellow		Yes No	$800.00

Add Alternative Price:		Total Proposal Price:	
Add Alternative Price:		Total Proposal Price:	

Description:
Entry open activation is by access controls provided and installed by Owner's Security Integrator. Exit open is by vehicle sensing obstruction loop. Close activation is by field adjustable automatic timer to close. Pedestrian entrapment protection is by photocell mounted across the driveway and contact safety edge mounted on the leading cantilever post. Vehicle entrapment protection is by vehicle sensing obstruction loop. Emergency Fire Department open activation is by SOS siren operated siren. Note: Proposal excludes electrical requirements; disconnect and reconnect power, conduit supply and installation for electrical and communication. SFR will provide wiring diagrams and assist/advise Owner's Electrician. Proposal excludes existing fence removal and bush/tree clearing as per instructions given at pre-bid site walk. Note: Fence removal can be priced as an option on request.

Workmanship Warranty

SUPERIOR FENCE & RAIL and its sub-contractors warranties that the workmanship, techniques, and procedures used in its installations shall be of professional quality, in accordance with factory recommendations, and shall be free from defect for a period of (1) year from date of substantial completion of installation. This warranty to cover anchors, fasteners and other incidental supplies used to install products. SFR shall administer manufacturer's warranties on products, equipment and associated controls sold by SFR according to respective factory terms and conditions. Warranty excludes service, repair, or replacement of equipment, which is not supplied by SFR, which is damaged, or operating improperly due to severe weather, other acts of nature, vandalism, abuse, or misuse.

This is a quotation on the goods named, subject to the conditions noted below:

RESPONSIBILITIES OF SUPERIOR FENCE & RAIL:

To perform those items listed in the aforementioned scope of work.

RESPONSIBILITIES OF GC OR OWNER:

Work area to be made accessible for crews, equipment and material suppliers prior to mobilization and maintained throughout the project. Superior Fence & Rail not responsible for damage incurred to the site due to accessing the job. Work area to be cleared and graded prior to mobilization and maintained throughout the project. GC or Owner to approve staked locations of equipment and provide a staging area (if needed) for material stockpiled/stored on project. SUPERIOR FENCE & RAIL not responsible for damaged, missing or stolen material stockpiled/stored on project. Provide dumpsters as needed for removed, non-salvageable or refuse material. Haul away and dispose of removed, non-salvageable or refuse material. When installation requires attachment to concrete structure (i.e.: sidewalks, c.m.u. walls, etc.), all required concrete work by Owner. All permits and licenses by Owner. Supply and install of all conduits and cabling between supply, operators and controls for electrical power and communication. Supply and install of all requisite earth ground components and surge suppression is excluded.

THIS PROPOSAL IS BASED ON THE FOLLOWING CONDITIONS:

Payment terms are 50% down with balance due upon completion unless otherwise specified. All work to be performed under one mobilization with access to all sites without delay. Additional mobilizations will be billed at $500.00 US/occurrence if caused by the Contractor/Owner. Work is done in sequence without interruption, normal working hours and days, with one crew. This proposal is based on “normal” digging conditions. Any change in digging conditions (rock, landfill rubble, concrete, etc.) will require a change order to the base contract unless otherwise detailed in the proposal. All change orders will reflect all scope of work and conditions of this proposal. SUPERIOR FENCE & RAIL is not a design/engineering firm. All installations are designed and approved by Owner. SUPERIOR FENCE & RAIL will contact underground utility notification. It shall be the responsibility of the contractor for all protection, relocation, or damage to any utilities. All material and quality control testing by others. SUPERIOR FENCE & RAIL shall be paid for all equipment and labor employed on this project for any delays for which we are not responsible. Contractor/Owner agrees to pay for stored materials. Prevailing wages do not apply unless specified. Owner and/or Authorized Representative is responsible for accuracy of proposal to conform with necessary layout, design, material, installation, and applicable codes. Proposal pricing is valid for 30 days.

SCHEDULE

Work will progress in a mutually agreed sequence beginning no sooner than two weeks from receipt of a fully executed subcontract agreement signed by both parties; and approval in writing, by the owner of all required SUPERIOR FENCE & RAIL submittals.

CONDITIONS OF CONTRACT:

Changed Conditions - Our proposal is based on information provided by the Contractor and/or Owner. Should actual conditions vary from those represented we reserve the right to claim for additional compensation and/or extension of time. All additional work will be done after a CHANGE ORDER agreement has been reached and executed between the Owner/Contractor and SUPERIOR FENCE & RAIL. Unless agreed to in writing we object to any terms and conditions relating to: LIQUIDATED DAMAGES, WARRANTIES, and LIMITATIONS OF LIABILITY, INDEMNIFICATION and SEIZURE OF EQUIPMENT. No retainage is to be withheld from SUPERIOR FENCE & RAIL’s payments. Invoice balance is due and payable upon completion. Any claims against the Owner or Owners Agent, shall be pursued by the Contractor on our behalf. Any claim, dispute or other matter in question between the Contractor/Owner and SUPERIOR FENCE & RAIL relating to or arising out of this Agreement shall be governed by the laws of the State of Florida. This proposal must be made part of any subsequent contract with which we would agree.

Accepted by _____ **Print Name** _____

Date _____ **Superior Fence Representative** Paul R Bowen

4/27/2023

Quote #1

Gulf Coast Environmental Contractors, Inc.

048000 9666 - 11971

Office (850) 433-6770
Fax (850) 435-9326
1765 E. Nine Mile Road Suite 1 #110 Pensacola, FL 32514

Proposal Submitted To: City of Pensacola Police Department
Property Management
Attention: Ms. Jennifer Rogers

RE: Fence Removal/Installation
****

Gulf Coast Environmental Contractors. Inc. hereby proposes to furnish all labor, equipment, and materials. complete and in accordance with specifications.

SPECIFICATIONS:

Demo

-Remove all unwanted vegetation (Palm Trees, scrub oaks) along fence line on west side of property (approx. 626 LF)
-Remove existing chain link fence
-Stump grind all stumps along fence line to prep for new fence installation

= **$ 24,632.00**

Installation

-Install new 6' tall chain link fence along west side property line approx. 626 LF = **$ 10,830.00**
OR
-Install new 8' tall chain link fence along west side property line approx. 626 LF = **$ 14,715.00**

PAYMENT:
All work to be completed in a workman-like manner totaling:

ACCEPTANCE:

The prices and specifications are satisfactory and are hereby accepted.
You are authorized to do the work as specified

Signature of Contractor

Signature of Client

2/11/20

Date

Date

Quote for Tarragona Brush Removal

Vendor #03443

#SOLE SOURCE

(850) 433-9473 ext 5086 | mfuentealba@redwire.com | www.redwire.com

048000-9669-119171

Project Description and Investment

Customer Name: City Of Pensacola-Police MIS Dept

Site:	Billing:	Contact:
City Of Pensacola-Police MIS Dept 711 N Hayne St Pensacola, FL 32501	City Of Pensacola - MIS Dept PO Box 12910 Pensacola, FL 32521	Jennifer Rogers (850) 435-1036 jrogers@cityofpensacola.com

Project Investment

Access Control System

QTY	Description
1	Wall Mount Expansion Node w/ 7 Expansion Slots
1	Power Supply 12/24vdc @ 4A
2	Access Control Application Extension Blade
4	Pedestal for Card Reader 42" Black
4	Card Reader Housing For Pedestal
3	Armored Door Contact48"
1	Latching Hold Up Button 3 Sol Terminals
1	Momentary Hold Up Button/Door Release Button
1	Request To Exit Button No Touch w/ Adj Timer
1	BATTERY 12V 7 5AH
25	Conduit EMT 10 Stick
28	HID Prox Pro Card Reader w/ Keypad Option 26

Supplies & Materials for: Access Control System

QTY	Description
1.00	Wire
3.00	Locksmith Sta Maglock

Professional Services: Monthly

Description	Ext. Price
Maintenance Licensing and Support of Local Access Control Door	$1[illegible].00
Services Include	
Equipment Maintenance (Parts and Labor	
2 Hour Emergency* Service	
6 Month Money Back Guarantee	
Unlimited Training and Technical Support	
Free Software Upgrades*	

Financial Summary

Total Proposal Amount:	$40,938.24
Monthly Professional Services:	$1[illegible].00
Deposit Due in Advance:	$20,494.12
Balance Due Upon Completion:	$20,494.12

Client Authorization _____ Date _____

All other terms & conditions of existing contracts between the parties referenced herein apply.

Received By _____ Date _____

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00445 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

APPOINTMENTS - PLANNING BOARD

RECOMMENDATION:

That City Council appoint seven (7) individuals, one of whom is a Licensed Florida Architect, to the Planning Board for a term of two (2) years, expiring July 14, 2025.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This Board advises the City Council concerning the preparation, adoption, and amendment of the Comprehensive Plan; reviews and recommends to Council ordinances designed to promote orderly development as set forth in the Comprehensive Plan; hears applications and submits recommendations to Council on the following land use matters: proposed zoning changes, proposed amendments to zoning ordinance, proposed subdivision plats, proposed street/alley vacations. The Board initiates studies on the location, conditions, and adequacy of specific facilities of the area, i.e. housing, parks, and public buildings. The Board schedules and conducts public meetings and hearings pertaining to land development.

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

Nominee:	**Nominated by**:
Member	
Danny Grundhoefer	Incumbent
Kurt Larson	Incumbent
Charletha Powell	Incumbent
Eladies Sampson	Incumbent
Myra Van Hoose	Incumbent
Bianca Villegas	Incumbent
Licensed Florida Architect	
Paul Ritz	Incumbent

PRIOR ACTION:

City Council makes appointments to this board on a biennial basis.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1) Member List
2) Application of Interest - Danny Grundhoefer
3) Application of Interest - Kurt Larson
4) Resume - Kurt Larson
5) Application of Interest - Charletha Powell
6) Application of Interest - Eladies Sampson
7) Application of Interest - Myra Van Hoose
8) Resume - Myra Van Hoose
9) Application of Interest - Bianca Villegas
10) Application of Interest - Paul Ritz
11) Resume - Paul Ritz
12) Ballots

PRESENTATION: No

Planning Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Grundhoefer, Danny	Architect	Council	2	2023	7/14/2023	5/12/2016	2	appointed as Licensed Architect Member filling unexp. Term of Scott Sallis
Larson, Kurt	Fire prevention	Council	5	2023	7/14/2023	6/23/2011	2	
Powell (Dr.), Charletha D.	Asst. School Administrato	Council	1	2023	7/14/2023	7/18/2019	2	
Ritz, Paul	Architect	Council	9	2023	7/14/2023	6/23/2005	2	2011 appointed as regular member not Architect
Sampson, Eladies P.		Council	1	2023	7/14/2023	7/18/2019	2	
Van Hoose, Myra		Council	0	2023	7/14/2023	6/17/2021	2	replaced Laurie Murphy
Villegas, Bianca	Designer	Council	0	2023	7/14/2023	6/17/2021	2	replaced Ryan Wiggins

Term Length: TWO YEAR TERMS

COMPOSED OF SEVEN (7) MEMBERS APPOINTED BY CITY COUNCIL . ONE APPOINTEE SHALL BE A LICENSED FLORIDA ARCHITECT. ALL MEMBERS SHALL BE RESIDENTS OR PROPERTY OWNERS OF THE CITY.

From: noreply@civicplus.com
Sent: Monday, May 1, 2023 8:28 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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(Section Break)

Personal Information

Name	Daniel Grundhoefer
Home Address	400 West Romana Street
Business Address	400 West Romana Street Pensacola, Fl 32502
To which address do you prefer we send correspondence regarding this application?	*Field not completed.*
Preferred Contact Phone Number(s)	8509829807
Email Address	dgrundhoefer@qgarchitects.com
Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	36 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Planning Board
Please list the reasons for your interest in this position:	To continue to serve the city on this board. And as a registered architect, meeting that requirement for a board member to be an architect.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Planning Board
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Friday, April 28, 2023 2:09 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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(Section Break)

Personal Information

Name	Kurt Larson
Home Address	2225 Inverness Drive Pensacola, FL 32503
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-469-9063
Email Address	kurt@fire-help.org
Upload Resume (optional)	KPLarson Resume 2023 Planning Board.pdf

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	3
If yes, how long have you been a City resident?	25
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Planning Fire Pension Board
Please list the reasons for your interest in this position:	To continue to make this community grow and thrive. We've made great strides in the past, and accomplished much. However, there is still a lot to do. We've successfully diversified the Board and built working relationships with the community and I would like to see us continually improving our community to make it THE community people want to live, work and play in.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Planning
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Other
Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

KURT P. LARSON

2225 Inverness Drive • Pensacola, FL 32503
850-469-9063
kurt@fire-help.org

DIRECTOR OF RESEARCH, BUSINESS PRACTICES, AND COACHING

Accomplished, resourceful, and dynamic leader with extensive experience in business and organization development safety programs, and public safety management. Strong knowledge of accreditation and adaptive technologies, leadership, technology transfer, and other matters concerning public safety service delivery. Demonstrated ability to address complex and sensitive administrative issues, and effectively exchange ideas and information to a diverse population. Extraordinary organizer and the ability to prioritize the workload to meet tight deadlines. Dedicated, positive "Can Do" demeanor with an effective leadership style.

Core Competencies:

- ✓ Team Leader & Trainer
- ✓ Institutional Policies & Compliance
- ✓ Cost and Schedule Management
- ✓ Public/Client Relations
- ✓ Strategic Research Planning
- ✓ Risk Management
- ✓ Proposal & Project Management
- ✓ Team Facilitation

EXPERIENCE HIGHLIGHTS & ACHIEVEMENTS

ESCAMBIA COUNTY PUBLIC SCHOOLS/GEORGE STONE TECHNICAL COLLEGE in Pensacola, FL 2016-present
TEACHER 2018 – present, **ADJUNCT INSTRUCTOR** 2016 - 2018

The Teacher is responsible for all aspects of the programs. With the respoinsibility to create a team environment, the Teacher ensures the availability of quality learning opportunities for students.

- Responsible for teaching, curriculum development, instructor assignment, course scheduling, and program review, student learning outcomes assessment, student advising and scheduling, professional development, institutional service, community service, and community relations.
- Coordinates purchases of supplies and repairs of materiel and equipment.
- Coordinates review and implementation of course materials.
- Establishes and maintains student behavioral standards. Preparea progress reports and documentation for complete records as required by law and college policy. Communicates with students through conferences to discuss student's progress and interpret the school program. Participates in curriculum development programs and in faculty meetings. Researches and creates an effective environment for learning through a variety of techniques and strategies.

Key Projects and Impact:

- Coordinated the Rapid Response Grant program's assessment, implementation and purchasing. The $261,000 grant provided for the purchasing of additional mannequins, an ambulance simulator, and additional EMS equipment while providing funding for student tuition for the entire program Fire & EMT.

FL INSTTITUTE OF RESEARCH & EDUCATION in Pensacola, FL 2004 – 2020
A public safety/healthcare consulting institute.

DIRECTOR OF RESEARCH (2004 – 2020), **NATIONAL SPEAKER** (2010 – 2020)

Evaluate fire and emergency service, business and non-profits for service improvements, development of policies and procedures, organizational structure, promotion/staffing issues, and accreditation modeling. Act as an information source and coach in various capacities to improve services provided to an effected community. Provide agencies with assistance in fire and/or personnel investigations, on-the-job training, Federal and OSHA compliance & code review as well as accreditation documentation. Provide leadership and vision for increasing the organizational capability through

accreditation programs and training by working with principals, project directors, collaborators, and other agencies to identify potential areas of development.

Actively collaborated with researchers to remain engaged and aware of interests and needs. Reviewed proposal packages to verify compliance with policies, applicable laws and regulations, and certifications. Facilitated effective internal review of client operations, recommended changes to increase effectiveness and accountability.

Key Projects and Impact:

- Developed strategic planning processes, including cost containment, equipment replacement, and standardization. Cost savings to the organization of 8% of total budget.
- Recruited, interviewed, hired, trained, developed, motivated, and evaluated new and existing employees responsible for maintaining operations and attaining reachable goals. Resulted in turnover rate from 30% to 5%.
- Coordinated database management program which improved the speed of information retrevial necessary for effective and efficient decision making. Increased program participation by 72% in first six months.
- Coordinated and applied fundamental practices and developed approaches to issues facing individual and groups through knowledge of policy, organization, mission and values. Increased client satisfaction ratings by 20% in first year, climbing to level rating of 93rd percentile over the next five years.
- Developed and implemented a fire prevention self-inspection program for community/fire department interaction which resulted in cost savings of 7% in first year. Improved voluntary compliance by 28%.
- Developed training seminars with emphasis placed on client interaction and audience participation. Seminar attendance ranging from 50 to 40,000.
- Author of *Frontline Heroes – A Story of Saving Lives* published by Fire Starter Publishing. The book is a leadership tool empowering individuals and organizations to strive and reach their goals.
- Editoral Staff for *Fundmentals of Fire Fighter Skills* 1st Edition published by Jones and Bartlett Publishers in 2004.
- Development Team for *Officer Development Handbook* published by the International Association of Fire Chiefs Foundation.
- Author for Multimedia Applications of *Fire Service Instructor* 1st Edition published by Jones and Bartlett Publishers in 2009.
- Editorial Staff for *Hazardous Materials Chemistry,* 6th Edition published by Brady Publishers in 2013.

PENSACOLA STATE COLLEGE in Pensacola, FL 2001 – 2012
ADJUNCT PROFESSOR – Fire Science, EMS, Fire Academy, Homeland Security

Developed lesson plans and instructional materials and provided individualized and group instruction. Established and maintained student behavioral standards. Prepared progress reports and documentation for complete records as required by law and college policy. Communicated with students through conferences to discuss student's progress and interpret the school program. Participated in curriculum development programs and in faculty meetings. Researched and created an effective environment for learning through a variety of techniques and strategies.

Key Projects and Impact:

- Recognized as Instructor of the Year by the State of Florida in 2006.
- Acted as Director of Program for Fire Science and Fire Academy Programs during extended periods due to medical absence of Director.

NCOMMAND MANAGEMENT SOLUTIONS in Pensacola, FL 1995 – 2004
SENIOR ANALYST

Evaluate fire and emergency services for service improvements, development of policies and procedures, organizational structure and promotion/staffing issues. Act as an information source and coach in various capacities to improve services provided to an effected community. Provide agencies with assistance in fire and/or personnel investigations, on-the-job training, and other specialized activities. Provide leadership and vision for increased funding support by working with principals, project directors, collaborators, and other agencies to identify potential sources of support. Assist with presentations to agencies while meeting tight deadlines.

CHERRYVALE FIRE DISTRICT in Boulder, CO 1994 – 1996
FIRE CHIEF

Supervised, Coordinated, and Managed the operational readiness of the agency. Ensured proper training and accountability and developed and managed the department budget. Performed as the CEO of the organization. Reported to the Board of Directors the financial impact of operations and fire loss statistics. Managed under the direction of the Board.

Key Projects and Impact:

- Reduced Commercial Risk Insurance Services (ISO) rating from 9 to 5, thereby saving property owners $114 per year for each $100,000 of property value.

PREVIOUS POSITIONS*:* **DEPUTY FIRE CHIEF** for WHEAT RIDGE FIRE DEPARTMENT 1988 – 1994, **TRAINING OFFICER, COMPANY OFFICER, FIREFIGHTER/PARAMEDIC** for WHEAT RIDGE FIRE DEPARTMENT 1982 – 1988, **CAST MEMBER** for UP WITH PEOPLE 1987 – 1988, **CONVENTION CAST PERFORMER** for UP WITH PEOPLE 1991-2001

EDUCATION & TECHNICAL SKILLS

DOCTOR OF PHILOSOPHY (PUBLIC POLICY & ADMINISTRATION, UNIVERSITY OF ARIZONA
MASTER OF SCIENCE IN SAFETY ENGINEERING, KENNEDY WESTERN UNIVERSITY
BACHELOR OF SCIENCE IN COMMUNICATIONS ENGINEERING, KENNEDY WESTERN UNIVERSITY
ASSOCIATES OF SCIENCE IN FIRE SCIENCE, RED ROCKS COLLEGE
TRAINING: Executive Fire Officer – National Fire Academy 1996

COMMUNITY INVOLVEMENT

Member: City of Pensacola Planning Board 2011-2023
Member: Florida-Alabama Transportation Planning Organization Citizens Advisory Committee 2017-2023
Instructor: Northwest Florida Volunteer Firefighter Weekend 2006 – 2023
MEMBER: Leadership Pensacola, LeaP Class of 2005, Leadership Pensacola Alumni Association 2008 – 2013 (Board President 2010 – 2011), Curriculum Chair 2009, Curriculum Chair 2018, Curriculum Co-Chair 2008, Day Chair for classes on Economics 2006 & 2007, Healthcare, Education, & Technology 2012, and Military Impact on Community 2013, 2014, 2015, Leadership & Ethics 2015, Opening Retreat 2016 and 2017, Advisory Board 2016, 2017, 2018, 2019
Member: Inverness Homeowners Asssociation Board 1999 – 2015 (President 2004 & 2005)
Member: Up With People Alumni Association (Colorado Chapter President 1993)

HONORS HIGHLIGHTS

James MacClennan – **Everyday Hero Award**, Up With People Alumni Association 2002
Fire Instructor of the Year – State of Florida 2006
Fellow (FIFirE) – Institution of Fire Engineers 2014
Chief Fire Officer Designation – Center for Public Safety Excellence 2002

CERTIFICATIONS & DESIGNATIONS

FLORIDA BUREAU OF FIRE STANDARDS & TRAINING: Certificate of Compliance, Fire Officer I/II, Instructor III, Live Fire Instructor II
FLORIDA BUREAU OF EMERGENCY MEDICAL SERVICES: Emergency Medical Technician, Level A & B Instructor
CENTER FOR PUBLIC SAFETY EXCELLENCE: Chief Fire Officer, Peer Reviewer
INSTITUTION OF FIRE ENGINEERS: Fellow
FLORIDA LOCAL PROFESSIONAL TEACHER CERTIFICATION (FEAPS): Escambia County, Florida

From: noreply@civicplus.com
Sent: Friday, April 28, 2023 7:43 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Dr. Charletha D. Powell
Home Address	5910 Otter Point Road
Business Address	5910 Otter Point Road
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8505296778
Email Address	Cddjd12@gmail.com
Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	2
If yes, how long have you been a City resident?	9 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	City of Pensacola Planning Board
Please list the reasons for your interest in this position:	I have served on this board 2 terms and I would like to continue to contribute to the compliance with our ordinances that continue the growth of Pensacola in a responsible & sustainable way.
Do you currently serve on a board?	Yes
If yes, which board(s)?	City of Pensacola Planning Board; FL West Economic Development Alliance
Do you currently hold a public office?	No
If so, what office?	Na
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.

From: noreply@civicplus.com
Sent: Monday, May 1, 2023 2:15 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Paul Ritz
Home Address	1310 E. Gonzalez St., Pensacola, FL 32501
Business Address	40 S. Palafox, Suite 200, Pensacola FL 32502
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-206-9494
Email Address	pauldawnritz@gmail.com
Upload Resume (optional)	Paul_Ritz_Resume.pdf

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	27 Years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Pensacola Planning Board
Please list the reasons for your interest in this position:	To offer my time and talents as someone interested in the City's planning process to maintain orderly progress.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Planning Board
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

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

ARCHITECT
CONTRACTOR

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

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

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

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

Honor Societies:

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

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

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

Project Locations:

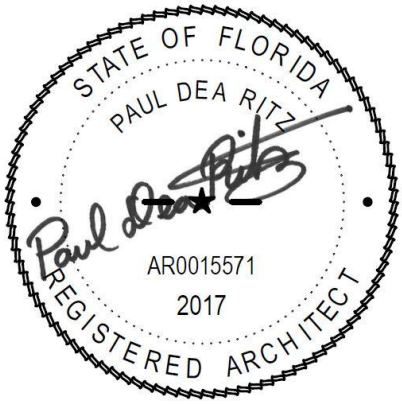
Paul has completed projects as the Architect of Record in Florida and Alabama
Paul has also completed projects as Project Manager in Georgia, South Carolina, and Mississippi

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

Personal Note:

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

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




Phi Kappa Phi

This certifies that

Paul Dea Ritz

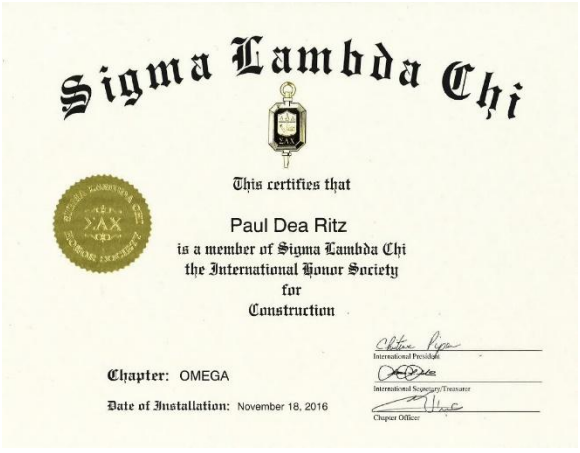
is a member of The Honor Society of Phi Kappa Phi by election of the Chapter at

Florida International University

and is hereby granted all the honors and privileges pertaining to membership in the Society

April 22, 2017
Date

President
Executive Director
Chapter President


Sigma Lambda Chi

This certifies that

Paul Dea Ritz

is a member of Sigma Lambda Chi the International Honor Society for Construction

Chapter: OMEGA

Date of Installation: November 18, 2016

International President
International Secretary/Treasurer
Chapter Officer

From: noreply@civicplus.com
Sent: Wednesday, May 3, 2023 12:39 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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(Section Break)

Personal Information

Name	Eladies P. Sampson
Home Address	6310 San Monica Rd Pensacola Fl. 32504
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-501-0717
Email Address	eladies08@gmail.com
Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	1
If yes, how long have you been a City resident?	30 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	City Planning Board
Please list the reasons for your interest in this position:	I love having the opportunity to participate in the growth and beautification of my beautiful city,
Do you currently serve on a board?	Yes
If yes, which board(s)?	City Planning Board
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	No

(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.

From: noreply@civicplus.com
Sent: Friday, May 5, 2023 4:36 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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(Section Break)

Personal Information

Name	Myra Van Hoose
Home Address	2860 Inverness Ct
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8503740408
Email Address	myravanhoose@bellsouth.net
Upload Resume (optional)	myra van hoose resume 3.1.23.docx

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	3
If yes, how long have you been a City resident?	6 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Planning
Please list the reasons for your interest in this position:	I would like to continue to serve in this position to assist city council in making choices that benefit all of our citizens and keep us on a healthy path for a vibrant city.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Planning
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

PROFILE

Making a difference is the mantra in the Van Hoose household and Myra has used her career skills to do just that. Accounting expertise, as a former CPA, honed at Arthur Andersen and Co., the largest accounting firm in the world has been put to use at several non-profit entities, including United Way, The Chamber of Commerce, and as a founding member of the Community Foundation of Northern Shenandoah Valley in Virginia. Myra's volunteer work has focused on racial and gender equity issues, from founding the Equity Project Alliance in Pensacola with a dozen team members to open community conversations about systemic racism and single-handedly creating social media presence for its start-up year, to serving on the board of The Shelter for Abused Women (the Laurel Center) in Winchester, Virginia, volunteering for Eden House in New Orleans, a home for rescued trafficked women, serving as Interim Executive Director for Achieve Escambia in Florida, creating educational impact for the underserved, and advocating for women as President of the Institute for Women in Politics of Northwest Florida.
Myra stays healthy by assisting with passenger transport at the Pensacola International Airport, singing with the Choral Society of Pensacola, traveling, writing fiction and gardening.

REFERENCES

Amy Miller, Deputy City Administrator
Martha Saunders, UWF
Julian MacQueen, Owner Innisfree Hotels
Contact info upon request.

CONTACT

PHONE: 850.374.0408
EMAIL: myravanhoose@gmail.com

MYRA J. VAN HOOSE

WORK EXPERIENCES

Objective – put down roots in meaningful work where my skill set is utilized to the fullest so I can make the best impact for our community, now and for our future.

Communications
Political Candidate – direct mail, video production, messaging, social media, 2022
Equity Project Alliance – social media, CRM management 2020
Institute for Women in Politics – monthly "lunch and learns", annual reports, 2016 - 2018
Pensacola News Journal – monthly articles on women equity, 2016 - 2019
Powerful Women of the Gulf Coast Magazine – initial issue consultant and writer
New Orleans Living Magazine – monthly column 2008 – 2012

Non-Profit Management
Interim Executive Director - Achieve Escambia, Pensacola, FL 12/2021 – 8/2022
Director, Donor Relations/CFO - Monument to Women Veterans - Pensacola, FL, 2021- 2022
President - The Institute for Women in Politics of NW Florida - Pensacola, FL, 2016 – 2020

Politics
Candidate – Escambia County Board of Commissioners, 2022
Founder - ONEPAC – Pensacola, FL, 2017
Campaign Manager - U.S. Congress Florida District 1 – General Election, 2016
Staff/Volunteer/Consultant - Campaigns – local, state, federal

Accounting
Accountant - Van Hoose Consulting – Winchester, VA and New Orleans, LA, 2000 - 2010
Director of Internal Audit/Compliance - Valley Health System - Winchester, VA, 1997 - 2000
Audit Manager - **Conemaugh Health System**, Johnstown, PA
Controller – Chiles Offshore Inc – Houston, TX
Auditor – Arthur Andersen & Co. – Houston, TX

EDUCATION

Master's Certificate in Public Management
Shenandoah University - Winchester, VA 1999

Bachelor's in Business Administration, Accounting Concentration, English and Psychology minors
University of Houston - Houston, TX 1988

ACHIEVEMENTS/CERTIFICATIONS/COMMITTEES

- Climate Smart Floridians: UF IFAS Escambia Co/Pensacola Course Certification, 2022
- Planning Board, City of Pensacola, 2021 - present
- Steering Committee, National Support for Women in Politics, WE Run, 2021
- Pensacola Women's Alliance 2020 – present
- Impact100 Member Education Committee 2019, 2022 Arts Committee 2020, 2021
- Greater Pensacola Chamber of Commerce Policy Committee 2019 – 2020
- Chair, 19th Amendment Centennial Commission of NWFL – 2020
- Institute for Women in Politics Leadership Certification – 2019
- Pensacola Citizens Academy Graduate – 2018
- Pensacola Museum of Art Guild Board Member, Treasurer 2016 – 2018
- Louisiana Artworks, New Orleans, LA – Fundraising Campaign Chair/Board Member – 2008
- Shelter for Abused Women, Winchester, VA – Outstanding Fundraiser – 2001
- Certified Public Accountant 1996

ADDITIONAL SKILLS

- Public Speaking
- Fundraising/Event Planning
- Microsoft Office, QuickBooks, Canva, Mailchimp, NGP VAN, Google Suite, Zoom
- Spanish

From: noreply@civicplus.com
Sent: Friday, April 28, 2023 1:43 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Bianca Villegas
Home Address	623 N Barcelona St. Pensacola, FL 32501
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	3013001980
Email Address	biancabainvillegas@gmail.com
Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	6 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Planning Board
Please list the reasons for your interest in this position:	If elected I would be a returning board member. I continue to believe in the importance of responsible zoning and changes for positive and healthy growth within city limits.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Planning Board
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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	Other
Physically Disabled	No

(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Ballot – **Planning Board**
June 15, 2023
Two- year term expiring July 14, 2025

Member

_____ Danny Grundhoefer

_____ Kurt Larson

_____ Charletha Powell

_____ Eladies Sampson

_____ Myra Van Hoose

_____ Bianca Villegas

Vote for Six

Signed: _____
Council Member

Ballot – **Planning Board**
June 15, 2023
Two- year term expiring July 14, 2025

Licensed Florida Architect

_____ Paul Ritz

_____ _____

Vote for One

Signed: _____
Council Member

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00447 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

APPOINTMENTS - ZONING BOARD OF ADJUSTMENT

RECOMMENDATION:

That City Council appoint two (2) individuals, who are residents or property owners of the City, to the Zoning Board of Adjustment, for a term of three (3) years, expiring July 14, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This board reviews and grants or denies application for variances, waivers, and special exceptions to the Land Development Code. The board also hears and decides appeals when it is alleged that there is error in any order, requirement, decision, or determination made by an administrative officer in the enforcement of the Land Development Code.

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

Nominee:	**Nominated by**:
Jarah Jacquay	Incumbent
Boyce T. White	Incumbent

PRIOR ACTION:

City Council appoints members to this board annually.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1) Member List
2) Application of Interest - Jarah Jacquay
3) Application of Interest - Boyce T. White
4) Ballot

PRESENTATION: No

Zoning Board of Adjustment

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Dittmar, John "Drew" A.	Educator Const Trades	Council	0	2023	7/14/2025	8/18/2022	3	
Jacquay, Jarah	Registered Nurse	Council	0	2023	7/14/2023	3/10/2022	3	
Sebold, Steven	Real Estate	Council	1	2023	7/14/2024	7/19/2018	3	
Shelley, Steven M.	Business owner	Council	3	2023	7/14/2025	11/17/2016	3	
Stepherson, Troy	Office & Mkting Mgr	Council	1	2023	7/14/2024	7/13/2017	3	
Taylor, Clayton	Public Defender	Council	3	2023	7/14/2023	3/25/2010	3	
Weeks, William	Retired Bldg Official	Council	0	2023	7/14/2024	6/14/2021	3	
White, Boyce T.	Business	Council	2	2023	7/14/2023	7/17/2014	3	
Williams, Robby	Project Manager/Constr	Council	4	2023	7/14/2025	7/17/2014	3	

Term Length: THREE YEAR TERMS

NINE (9) MEMBERS APPOINTED BY THE CITY COUNCIL. NO MEMBER SHALL BE AN ELECTED OFFICIAL OR EMPLOYEE OF THE CITY. MEMBERS MUST BE RESIDENTS OR PROPERTY OWNERS OF THE CITY OF PENSACOLA.

From: noreply@civicplus.com
Sent: Saturday, May 6, 2023 9:27 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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(Section Break)

Personal Information

Name	Boyce T White
Home Address	1701 Conway Dr. Pensacola, FL 32503
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8503939177
Email Address	cid_90@yahoo.com
Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	54 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Zoning board of adjustment
Please list the reasons for your interest in this position:	I currently serve as the chairman of the board, and would like to continue serving on the board.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Zoning board of adjustments
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	Yes

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Monday, May 8, 2023 9:42 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Jarah Jacquay
Home Address	2325 Aegean Terrace, Pensacola, FL 32503
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	850-418-9089
Email Address	jarah.jacquay@gmail.com
Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	3
If yes, how long have you been a City resident?	7 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Zoning Board of Adjustment
Please list the reasons for your interest in this position:	Upon taking office, Mayor D.C. Reeves said that providing more attainable housing is his #1 policy priority. The ZBA is a great opportunity for public engagement plays an important role in shaping our built environment and working with city staff, homeowners, and private sector developers and builders to ensure that significant renovations and new construction fits within our strategic vision. It has been a great honor to be a part of the important work of the ZBA during this past partial term, and I would love to continue help build a brighter future for the City of Pensacola by continuing to serve!
Do you currently serve on a board?	Yes
If yes, which board(s)?	Zoning Board of Adjustment
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	*Field not completed.*
Race	*Field not completed.*
Physically Disabled	*Field not completed.*
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Ballot – **Zoning Board of Adjustment**
June 15, 2023
Three-year term expiring July 14, 2026

Member

_____ Jarah Jacquay

_____ Boyce T. White

Vote for Two

Signed: _____
Council Member

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00467 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

MAYORAL APPOINTMENTS - DOWNTOWN IMPROVEMENT BOARD (DIB)

RECOMMENDATION:

That City Council affirm the Mayor's appointment of Rafael Simpson and reappointment of Patti Sonnen to the Downtown Improvement Board (DIB) for a term of three (3) years expiring June 30, 2026.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Downtown Improvement Board (DIB) is a quasi-governmental, not-for-profit agency created in 1972 for the purpose of physically, economically and socially revitalizing downtown Pensacola. The DIB coordinates the marketing and promotion of the 44-block central business core of downtown Pensacola.

The DIB was created by a Special Act of the Florida Legislature Section 72.662 and is to be composed of five (5) members appointed by the Mayor and confirmed by the City Council. Members must be owners of realty within the downtown area, subject to ad valorem taxation, or a lessee thereof required by lease to pay taxes. No voting member may be a City of County Officer or employee.

Article II, Section I (1) - Board Composition, Term and Appointments, states in part, "…The Board shall be composed of five (5) members appointed by the Mayor of Pensacola with the concurrence of the Pensacola City Council for three (3) year staggered terms."

PRIOR ACTION:

The Mayor makes appointments to the Downtown Improvement Board annually.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/2/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator

ATTACHMENTS:

1) Application of Interest - Rafael Simpson
2) Application of Interest - Patti Sonnen

PRESENTATION: No

From: noreply@civicplus.com
Sent: Thursday, May 4, 2023 11:37 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment

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THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Application for Boards, Authorities, and Commissions - Mayoral Appointment

This application will be utilized in considering you for appointment by the Mayor to various boards and advisory committees. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

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If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Rafael Simpson
Home Address	435 e Zaragoza street 32502
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8504269000
Email Address	rafsimp@gmail.com
Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	5 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Downtown Improvement
Please list the reasons for your interest in this position:	As a stakeholder in downtown, both business and residential, I would like to add value to the continued growth and overall improvement of downtown.
Do you currently serve on a board?	No
If yes, which board(s)?	*Field not completed.*
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Other
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
Sent: Friday, April 21, 2023 2:40 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment

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(Section Break)

Personal Information

Name	Patti Sonnen
Home Address	3535 Hillside Ave Gulf Breeze, FL 32563
Business Address	321 S Palafox St Pensacola, FL 32502
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	8505297546
Email Address	psonnen@gmail.com
Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	No
If yes, which district?	*Field not completed.*
If yes, how long have you been a City resident?	*Field not completed.*
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	No
Board(s) of interest:	DIB
Please list the reasons for your interest in this position:	I have enjoyed my current term and would like to continue to assist in the growth and management of Downtown.
Do you currently serve on a board?	Yes
If yes, which board(s)?	DIB
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00450 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Teniadé Broughton

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of $700 to the Veterans Memorial Park Foundation and $300 to the Harmonic Learning Advantage Outreach from the City Council Discretionary Funds for District 5.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The Veterans Memorial Park is owned and controlled by the City of Pensacola. The Veterans Memorial Park Foundation of Pensacola, Inc. provides stewardship of the Park. As stewards, they see to the care and maintenance of the park utilizing funding gathered exclusively through grants and donations. The Veterans Memorial Park of Pensacola continues to depend on the donations of those who love, support and revere the memory of those who are honored there. For over thirty years, families, and patriots from all around the country have been visiting the Veterans Memorial Park of Pensacola to pay tribute to the names on The Wall. Often the family and friends of those listed on The Wall wish to take a pencil or charcoal rubbing of their loved one’s name. Such expressions of love and remembrance are part of what makes the Park so important to our community. Because this practice is so important, the Veterans Memorial Park Foundation of Pensacola now provides special paper and assistance to patrons in capturing the names that are difficult to reach. Additionally, they are now offering beautifully framed rubbings for those families and friends. Funding will go towards sponsoring framed rubbings to be provided to families of loved ones represented on The Wall.

During the summer months, students often experience a phenomenon known as "summer learning loss," where they lose valuable academic skills and knowledge gained during the school year. This setback can have long-term implications on their educational development and future success. As concerned citizens, it is our responsibility to provide them with opportunities to bridge this gap and

ensure they have a strong foundation for their academic journey.

To address this issue, Harmonic Learning Education and Training offers a FUNdamental Learning academic mini-summer camp in the City of Pensacola. They provide in-person and screen-free academic assistance to students in our community. The camp also provides a structured and engaging learning environment where students can reinforce core concepts, develop critical thinking skills, and explore new areas of knowledge. However, there are many families that wish to enroll their students but cannot afford the financial obligation. Funding will be used towards the mini-summer camp.

PRIOR ACTION:

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

FUNDING:

Budget:	$ 7,501	Current Balance District 5 Discretionary Funds
Actual:	$ 700	Veteran's Memorial Park Foundation
	300	Harmonic Learning Advantage Outreach
	$ 1,000	

FINANCIAL IMPACT:

A balance of $7,501 is currently within the District 5 Discretionary Fund Account. Upon approval by City Council, a balance of $6,501 will remain in the District 5 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 #: 23-00453 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jared Moore

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JARED MOORE - DISTRICT 4

RECOMMENDATION:

That City Council approve funding of $5,000 for the Gulf Coast Kids House and $7,500 for Big Brothers Big Sisters of Northwest Florida from the City Council Discretionary Funds for District 4.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Sections 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 Gulf Coast Kids House is a children's advocacy center serving Escambia County. As a children's advocacy center, they combine all of the professionals and resources needed for the intervention, investigation and prosecution of child abuse cases under one child-friendly facility. Child victims and their families also receive mental health counseling at their center. The goal of Gulf Coast Kid's House is to form a more collaborative response to child abuses cases so that they can improve case outcomes and minimize trauma to the children and families they serve. One of their fundraising events this year is the Waiting To Be A Waitress fundraiser which is a one-act musical comedy dinner theater. Funding will be used to sponsor this event.

For more than 100 years, Big Brothers Big Sisters has operated under the belief that inherent in every child is the ability to succeed and thrive in life. As the nation's largest donor - and volunteer-supported mentoring network, Big Brothers Big Sisters makes meaningful, monitored matches between adult volunteers and children. They develop positive relationships that have a direct and lasting effect on the lives of young people. Funding will be used for their general operations.

PRIOR ACTION:

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

FUNDING:

Budget:	$28,054	Current Balance - District 4 Discretionary Funds
Actual:	$ 5,000	Gulf Coast Kids House
	7,500	Big Brothers Big Sisters of Northwest Florida
	12,500	

FINANCIAL IMPACT:

A balance of $28,054 is currently within the District 4 Discretionary Fund Account. Upon approval by City Council, a balance of $15,554 will remain in the District 4 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 #: 23-00425 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - ESTABLISHING FOOD TRUCK COURTS AS A PERMITTED LAND USE ALLOWED IN SPECIFIED ZONING DISTRICTS

RECOMMENDATION:

That City Council conduct the first of two required public hearings on June 15, 2023 to consider proposed amendments to the Land Development Code pertaining to the creation of “Food Truck Courts” as a permitted land use, and allowing this new land use in specified zoning districts.

HEARING REQUIRED: Public

SUMMARY:

Over the past decade or so, food truck courts (aka food truck parks) have become more and more prevalent across the country. These establishments, which normally require a certain level of seating, restrooms, and other site plan requirements, offer several benefits to the communities that they are allowed, such as neighborhood revitalization, providing entrepreneurial and business opportunities including, in many cases, areas of the communities where food / dining options are not as available, land redevelopment, economic vibrancy, etc.

In researching the food truck courts trend that has taken hold throughout the country, including neighboring jurisdictions, City Staff drafted proposed amendments to the Land Development Code that would allow food truck courts as a permitted commercial land use, which were presented to the City’s Planning Board at their March and April 2023 meetings for discussion and feedback. On May 9, 2023 the Planning Board recommended approval of the proposed amendments in a 6-0 vote.

The two attached proposed ordinances would allow food truck courts as a primary by-right land use in the C-1, C-2, C-2A, and C-3 Commercial Districts; the M-1 and M-2 Industrial Districts; the GRD, and WRD Redevelopment Districts, and as a conditional use in PC-1 North Hill Preservation Commercial District. The proposed ordinances also outline general site development requirements for the new land use, including brick-and-mortar bathrooms, seating requirements, and landscaping and buffers.

Because the proposed amendments include changes to the list of permitted uses in a city zoning

district, both the Land Development Code and state statute require that two public hearings be held before City Council.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/9/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Sherry Morris, AICP, Development Services Department Director
Leslie Statler, Development Services Coordinator

ATTACHMENTS:

1) Planning Board Minutes - May 9, 2023
2) Proposed Ordinance No. 12-23
3) Proposed Ordinance No. 13-23

PRESENTATION: No

MINUTES OF THE PLANNING BOARD
May 9, 2023

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Help Desk Technician Russo, Development Services Director Morris, Development Services Coordinator Statler

STAFF VIRTUAL: Assistant City Attorney Lindsay

OTHERS PRESENT: Amir Fooladi, Tommy White

AGENDA:
- Quorum/Call to Order
- Approval of Meeting Minutes from April 11, 2023
  New Business:
- Proposed Amendment to the Land Development Code – Food Truck Courts
- Open Forum
- Discussion:
- Adjournment

Call to Order / Quorum Present
Chairperson Paul Ritz called the meeting to order at 2:05 pm with a quorum present and explained the procedures of the meeting including requirements for audience participation.

Approval of Meeting Minutes – **Board Member Larson made a motion to approve the April 11, 2023, minutes, seconded by Board Member Powell, and it carried unanimously.**

New Business –
Proposed Amendment to the Land Development Code – Food Truck Courts
Assistant Planning & Zoning Manager Harding introduced the agenda item and

Chairperson Ritz provided an additional background. Assistant Planning & Zoning Manager Harding also introduced the added gray-water system provision which was included due to staff's discussions with food truck owners. Chairperson Ritz acknowledged that several developers and food truck business owners had been contacted and that additional notice of the proposed amendment had been provided. Development Services Coordinator Statler gave a brief highlight of changes that were made to the ordinance - an inclusion for setbacks from a residential zoning district as outlined in Table 12-3.7 was added, utilities shall be screened per Sec. 12-3-121, one parking space per pad, an option of gray-water system with off-site disposal, modified the language for table seating, with a minimum of four seats per table, and if a gray-water system is used, a contract for off-site disposal must be made available upon request. The board members began to ask questions regarding the changes that were made. Board Member Grundhoefer requested the wording be clarified as far as the table seating goes. Board Member Van Hoose stated she felt it's an unnecessary imposition of food trucks to require table and chairs and feels it's a liability. A majority of the Board Members are in favor of the table and chairs. Board Member Van Hoose inquired where else in the Land Development Code are table and chairs required, staff replied they are unaware of that requirement anywhere else in the Land Development Code. Development Services Coordinator Statler stated that with License to Use there are no specific requirements for outdoor dining for the chairs, but liability insurance is required since it's on City right of way versus private property. Chairperson Ritz stated whenever legislation is created from scratch, there's a lot of to discuss. Development Services Coordinator Statler mentioned that under our current conditional use for mobile restaurant facilities we do require that they have permanent restroom facilities and mobile restaurant development sites shall provide one customer seat per linear foot of mobile unit on site, so we do require seating in another section of the LDC for this particular use like The Garden on Palafox. Board Member Villegas stated this is a food truck court with permanent restroom facilities with infrastructure that allows it to be more than a pull up pull off situation. It will create a certain ambiance; she stands firm with the ordinance. Planning & Zoning Manager Cannon mentioned that there are three districts, GRD, WRD, and PC1, that will trigger them to have to come before the Planning Board. This would give the Planning Board a chance to weigh in on these aesthetically, but it does not change anything on the commercial ones. Mr. Fooladi spoke and thanked everyone for all the work put into the ordinance. He wanted to know in **Sec. 12-3-95(c)(1)d.** where it states "Outdoor refuse & utilities, and storage areas shall not be allowed within the 25 feet of the front property line and shall be screened per Sec. 12-3-121.", what is meant by utilities. Development Services Coordinator Statler stated that it was added because of the option for the gray-water tank, if they are using a gray-water tank that's not actually within the truck, but on the exterior, it needs to be screened. Staff clarified that dumpsters would need to be screened in, not trash receptacles or trash cans. A discussion was had regarding the calculations used to determine the number of parking spaces required, and the definition of fencing materials and materials that can be used for screening. They concluded that vegetation is an allowable screening material. A discussion was had regarding the difference between WRD and WRD-1 and why food trucks would not be allowed in WRD-1, staff replied that it was an oversight and that the board could choose to allow food truck courts in WRD-1 and suggested that the board add it to the motion of the item if they thought it appropriate. Mr. White asked if this ordinance would be City wide and staff replied that it would be. Mr. White then asked if there would be a limitation as to how many food trucks would be allowed in the court, staff replied the

maximum number of 6 mobile food truck pads would be allowed. A discussion was then had regarding the use of the City GIS mapping application to determine if a particular location is zoned to allow a food truck court. Board Member Grundhoefer asked for more information regarding the gray-water system and how the material is picked up and where is it dumped. Staff replied that the service provider would be responsible for disposing of it appropriately and that there are different service providers that provide this service. Board Member Powell stated that the state of Florida has standards for how the gray-water is disposed of based on the Florida health code. Staff stated that the gray-water system is a less expensive option other than a grease trap, both ways handle it in a responsible manner.

Board Member Larson made a motion to approve. Board Member Villegas proposed an amendment that the allowance of "food truck courts, subject to regulations in Sec. 12-3-95" be added to zoning district WRD-1 (Sec. 12-3-12(4) b.) and it was accepted. Chairperson Ritz proposed the amendment that the two mentioned typos be corrected ("on" to "one" in proposed Sec. 12-3-95(c)(4) and "form" to "from" in proposed Sec. 12-3-95(c)(9) and it was accepted. Board Member Grundhoefer proposed the amendment to change proposed Sec. 12-3-95(c)(7) to *"Seating.* At least one table, with a minimum of four seats per table, shall be required for every mobile food truck pad*."*, and it was accepted. Board Member Powell seconded the motion and it carried 6-0.

Open Forum – None.

Discussion – Chairperson Ritz announced that he will be absent for the July meeting. Board Member Larson (Vice Chair) will fill in as Chairperson. Assistant Planning and Zoning Division Manager Harding advised the board that City Administration has asked Development Services staff to research off-street parking and building height requirements as they relate to the city's Land Development Code and comparable ordinances from other local governments, and that the board may see agenda discussion items on such topics in the future.

Adjournment – With no further business, the Board adjourned at 3:07 p.m.

Respectfully Submitted,

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

PROPOSED
ORDINANCE NO. 12-23

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 12-3-95 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ESTABLISHING FOOD TRUCK COURTS AS A PERMITTED LAND USE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-3-95 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

(a) *Purpose.* The purpose of allowing food truck courts which provides parking pads for one or more mobile food trucks and may also include other site development features, such as parking and seating, is to allow for innovative development options within the commercial zoning district.

(b) *Permitted locations.*

a. Food truck courts shall be allowed as a permitted use in the C-1, C-2, C-2A, C-3, M-1, M-2, GRD, WRD, and WRD-1 zoning districts, exclusive of the area defined by Section 11-2-24 of the Code of the City of Pensacola.
b. Food truck courts shall be allowed as a conditional use within PC-1 and the area defined within Section 11-2-24 and must comply with the conditional use requirements established within section 12-3-120(a)(3).

(c) *General requirements.*

(1) Site development requirements. The development of the site shall comply with the requirements of the zoning district and any applicable overlay district, with the exception of the following:

a. Food truck stalls and additional structures shall observe a minimum setback of ten (10) feet from any side or rear property line, notwithstanding any applicable landscape buffers or setbacks from a residential zoning district as outlined in Table 12-3.7.
b. Food truck stalls and additional structures shall be located at least ten (10) feet from any other space or structure.
c. Drive-thru services are prohibited.
d. Outdoor refuse & utilities, and storage areas shall not be allowed within the 25 feet of the front property line and shall be screened per Sec. 12-3-121.

(2) *Number of food truck parking pads.* A minimum of one stationary food truck pad shall be developed with each food truck court. The maximum number of mobile food truck pads shall be six (6).

(3) *Lot coverage, landscaping, and buffers.*

a. The maximum lot coverage for the mobile food truck pads, all structures, and defined outdoor dining areas shall be 50%.

b. Landscaping and buffer requirements shall be subject to the minimum provisions set forth in chapter 12-6. When off-street parking is located at a street frontage, a year-round landscape hedge or low fence or wall along the street edge of the parking lot must be used as a means of buffering and subject to visibility triangle requirements in section 12-3-58.

(4) *Off-street parking.* One off-street parking space shall be provided for the food truck court for each food truck pad plus one per 100 square feet of gross floor area, or fraction thereof, of all buildings on the site with the exception of those located within the Dense Business Area or the Urban Core CRA.

(5) *Mobile food truck pad requirements.* Each food truck space shall provide the following:

a. A connection to a water source.

b. A connection to a sewer system and a grease trap or a gray-water system with off-site disposal.

c. A solid surface pad measuring at least 10 feet in width and 20 feet in length.

(6) *Restrooms.* Permanent restrooms are required as part of the food truck court. This facility must be within the same parcel as the mobile food truck pad(s). The minimum requirement shall be 2 stalls each for male and female.

(7) *Seating.* At least one table, with a minimum of four seats per table, shall be required for every mobile food truck pad.

(8) *Exterior modifications.*

a. Architectural design and building elements. All buildings, structures, fences, walls, etc. shall follow design standards and guidelines in section 12-3-121(d) and shall strive to achieve visual harmony with the surrounding area. If located in a district subject to Architectural Review Board or Planning Board review, or located in the CRA Urban Design Overlay, the project shall be subject to the standards applicable to the relevant district.

b. Fencing and screening. Approved materials include wood, brick, stucco finished masonry, stone, or wrought iron, and combinations of these materials. Black powder-coated chain-link fences will be permitted if screened in their entirety by appropriate vegetation. Exposed concrete block and barbed wire are prohibited. All service areas (i.e. trash collection containers, compactors, etc.) shall be screened from street and adjacent buildings by a fence, wall, and/or vegetation.

c. Site lighting. Exterior lighting shall follow standards set forth in section 12-3-121(c)(9).

(9) *Food truck requirements.*

a. Each food truck must meet the requirements of the Florida Fire Prevention Code, NFPA 1, section 50.7 Mobile and Temporary Cooking Operations. Section 50.7.1.5 Separation. Mobile or temporary cooking operations shall be separated from buildings or structures, combustible materials, vehicles, and other cooking operations by a minimum of 10 ft. Section 50.7.1.7 Fire Department Access. Mobile or temporary cooking operations shall not block fire department access roads, fire lanes, fire hydrants, or other fire protection devices and equipment.

b. A copy of the Commissary Agreement should be maintained on the food truck or mobile food vending establishment.

c. The food truck owner should obtain a license from DBPR, then an inspection from the fire department before obtaining a City BTR.

d. Each food truck operating on the site is required to have a City BTR, business tax receipt, but is not required to obtain any other City permits or licenses.

e. A copy of the appropriate license(s) from the Florida department of Business and Professional Regulation (Division of Hotels and Restaurants) shall be maintained on the food truck or mobile food vending establishments at all times along with a copy of a valid City business tax receipt when the vehicle is in operation in the City, and shall be made available for inspection upon request by the City's law or code enforcement officers.

f. If a gray-water system is to be used, a contract for off-site disposal must be made available upon request.

(10) *Alcohol.* If alcohol is to be sold on-site, the provisions within Chapter 7 shall apply.

(11) *Signs.* Signage shall comply with the standards for the respective zoning district.

(d) *Review and approval process.* All applications for food truck courts shall comply with development standards and guidelines established in section 12-3-121.

Secs. 12-3-96—12-3-104. Reserved.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

PROPOSED
ORDINANCE NO. _13-23_

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTIONS 12-3-8, 12-3-10, AND 12-3-12 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ESTABLISHING FOOD TRUCK COURTS AS A PERMITTED USE IN SPECIFIED ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Sections 12-3-8 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-3-8. - Commercial land use district.

The regulations in this section shall be applicable to the retail and downtown commercial and wholesale and light industry zoning districts: C-1, C-2A, C-2, and C-3.

(1) *Purpose of district.*

a. The commercial land use district is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development. New development and redevelopment projects are strongly encouraged to follow the city's design standards and guidelines contained in section 12-3-121.

b. The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those that are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning. The downtown and retail commercial (C-2A and C-2) zoning districts' regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.

c. The downtown retail commercial (C-2A) zoning district's regulations are intended to provide a mix of restaurants, retail sales, entertainment, and service establishments with an emphasis on pedestrian-oriented ground floor shops and market spaces.

d. The commercial retail (C-2) zoning district's regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market.

e. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.

(2) *Uses permitted.*

a. C-1, retail commercial zoning district. Any use permitted in the R-NC district and the following uses, with no outside storage or repair work permitted:

1. Retail sales and services.
2. Motels/hotels.
3. Vending machine when as accessory to a business establishment and located on the same parcel of land as the business.
4. Car washes.
5. Movie theaters, except drive-in theaters.
6. Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.
7. Pet shops with all uses inside the principal building.
8. Parking lots and parking garages.
9. Pest extermination services.
10. Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas.
11. Business schools.
12. Trade schools.
13. Medical marijuana dispensary.
14. Recreation or amusement places operated for profit.
15. Accessory buildings and uses customarily incidental to the above uses.
16. Food truck courts, subject to regulations in Sec. 12-3-95.

a. *C-2A, downtown retail commercial district.* Any use permitted in the C-1 district with the exception of manufactured home parks, and conditional uses. The following uses with no outside storage or repair work permitted:

1. Bars.
2. Pool halls.
3. Newspaper offices and printing firms.
4. Marinas.
5. Major public utility buildings and structures including radio and television broadcasting station.
6. Accessory buildings and uses customarily incidental to the above uses.

b. *C-2, commercial district (retail).* Any use permitted in the C-2A district and the following uses with no outside storage or repair work permitted:

1. Cabinet shops and upholstery shops.
2. Electric motor repair and rebuilding.
3. Garages for the repair and overhauling of automobiles.
4. Sign shop.
5. Accessory buildings and uses customarily incidental to the above uses.

c. C-3, commercial zoning district (wholesale and limited industry).

1. Any use permitted in the C-2 district. Outside storage and work shall be permitted for those uses and the following uses, but shall be screened by an opaque fence or wall at least eight feet high at installation. Vegetation shall also be used as a screen and shall provide 75 percent opacity. The vegetative screen shall be located on the exterior of the required fence.
2. Outside kennels, runs or exercise areas for animals subject to regulations in section 12-3-83.
3. Growing and wholesale of retail sales of trees, shrubs and plants.
4. Bakeries, wholesale.
5. Ice cream factories and dairies.
6. Quick-freeze plants and frozen food lockers.
7. Boat sales and repair.
8. Outdoor theaters.
9. Industrial research laboratories and pharmaceutical companies.
10. Truck sales and repair.

11. Light metal fabrication and assembly.
12. Contractors shops.
13. Adult entertainment establishments subject to the requirements of chapter 7-3.
14. Industrial laundries and dry cleaners using combustible or flammable liquids or solvents with a flash point of 190 degrees Fahrenheit or less which provide industrial type cleaning, including linen supply, rug and carpet cleaning, and diaper service.
15. Retail lumber and building materials.
16. Warehouses.
17. Plumbing and electrical shops.
18. New car and used car lots, including trucks which do not exceed 5,000 pounds.
19. Car rental agencies and storage, including trucks which do not exceed 5,000 pounds.
20. Pawnshops and secondhand stores.
21. Mini-storage warehouses.
22. Advanced manufacturing and/or processing operations provided that such use does not constitute a nuisance due to emission of dust, odor, gas, smoke, fumes, or noise.
23. Accessory buildings and uses customarily incidental to the above uses.

(3) *Regulations.* All developments are required to comply with design standards and are strongly encouraged to follow design guidelines as established in section 12-3-121. Table 12-3.7 describes height, area and yard requirements for the C-1, C-2, C-2A and C-3 commercial zoning districts:

TABLE 12-3.7. REGULATIONS FOR THE COMMERCIAL ZONING DISTRICTS

Standards	C-1	C-2A	C-2 and C-3
Minimum Yard Requirements (Minimum Building Setbacks)	There shall be no yard requirements, except that where any nonresidential use is contiguous to a residential zoning district there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width. Inside the C-2A District and Dense Business Area: There shall be a maximum allowed front yard setback of 10 feet.		
Maximum Building Height	No building shall exceed 45 feet in height at the	No building shall exceed 100 feet in height at the property or setback lines. (See Note 1)	

	property or setback lines. (See Note 1)		
Lot Coverage Requirements (The maximum combined area occupied by all principal and accessory buildings)	Shall not exceed 75 percent of the total site area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 65 percent.	Shall not exceed 100 percent of the total site area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 90 percent.	Inside the dense business area: shall not exceed 100 percent of the total site area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 90 percent (with the exception of the C-2A zoning district). Outside the dense business area: shall not exceed 75 percent of the total site area for buildings up to 100 feet in height. For buildings over 100 feet in height, lot coverage shall not exceed 65 percent.
Maximum Density Multiple-Family Dwellings	35 dwelling units per acre.	135 dwelling units per acre.	Inside the dense business area: 135 dwelling units per acre. Outside the dense business area: 35 dwelling units per acre.
Note 1: Three feet may be added to the height of the building for each foot the building elevation is stair-stepped or recessed back from the property or setback lines beginning at the height permitted up to a maximum height of 150 feet.			

(4) *Additional regulations.* In addition to the regulations established above in subsection (3) of this section, all developments within the commercial zoning districts will be subject to, and must comply with, the following regulations:

a. Supplementary district regulations subject to regulations in sections 12-3-55 through 12-3-69.

b. Off-street parking subject to regulations in chapter 12-4.

c. Signs subject to regulations in chapter 12-5.

d. Tree/landscape regulations subject to regulations in chapter 12-6.

e. Stormwater management and control of erosion, sedimentation and runoff subject to regulations in chapter 12-8.

f. Alcoholic beverages regulations subject to chapter 7-4.

Sec. 12-3-9. Industrial land use district.

The regulations in this section shall apply to the light industrial (wholesale and light industry) and heavy industrial zoning districts: M-1 and M-2.

(1) Purpose of district. The industrial land use district is established for the purpose of providing areas for industrial development for a community and regionally oriented service area. The industrial zoning district's regulations are intended to facilitate the manufacturing, warehousing, distribution, wholesaling and other industrial functions of the city and the region. New residential uses are prohibited in the M-2 zoning district. The industrial district regulations are designed to:

a. Encourage the formation and continuance of a compatible environment for industries, especially those which require large tracts of land and/or employ large numbers of workers;

b. Protect and reserve undeveloped areas that are suitable for industries;

c. Discourage development of new residential or other uses capable of adversely affecting or being affected by the industrial character of this district; and

d. Provide an opportunity for review by the planning board and approval by the city council for specific uses that may be an environmental nuisance to the community.

(2) Uses permitted.

a. M-1, light industrial district.

1. Any use permitted in the C-3 district.

2. Outdoor storage and work, but shall be screened by an opaque fence or wall at least eight feet high at installation. Vegetation shall also be used as a screen and shall provide 75 percent opacity. The vegetative screen shall be located on the exterior of the required fence, and shall be subject to the regulations contained in chapter 12-6.

3. Wholesale business.

4. Lumber, building material yards.

5. Furniture manufacture/repair.

6. Assembly of electrical appliances, instruments, etc.

7. Welding and metal fabrication, except the fabrication of iron and steel or other metal for structural purposes, such as bridges, buildings, radio and television towers, oil derricks, and sections for ships, boats and barges.
8. Processing/packaging/distribution.
9. Canning plants.
10. Ice plant/storage buildings.
11. Bottling plants.
12. Stone yard or monument works.
13. Manufacturing uses of a scale and intensity likely to be capable of producing sound, vibration, odor, etc., that is incompatible with the general commercial districts.
14. Conditional uses permitted:
    i. Residential and nonresidential community correction centers, probation offices, and parole offices provided that no such site shall be located any closer than one-quarter mile, 1,320 feet, from a school for children in grade 12 or lower, licensed day care center facility, park, playground, nursing home, convalescent center, hospital, association for disabled population, mental health center, youth center, group home for disabled population or youth, or other place where children or a population especially vulnerable to crime due to age or physical or mental disability regularly congregates.

b. M-2, heavy industrial district.
    1. Any use permitted in the M-1 district.
    2. Any use or the expansion of any use or building not permitted in the preceding district may be permitted upon development plan review by the planning board and city council approval subject to regulations in section 12-3-120.

(3) Regulations. All developments are required to comply with design standards and are encouraged to follow the design guidelines as established in section 12-3-121. Table 12-3-8 describes requirements for the industrial zoning districts:

TABLE 12-3.8. REGULATIONS FOR THE INDUSTRIAL ZONING DISTRICTS

Standards	M-1	M-2
Minimum Yard Requirements (Minimum Building Setbacks)	There shall be no yard requirements, except that where any nonresidential use is contiguous to a residential zoning district there shall be a 20-foot yard, or for industrial uses a 40-foot yard, unless the two districts	

	are separated by a public street, body of water, or similar manmade or natural buffer of equal width.
Maximum Building Height	No building shall exceed 45 feet in height at the property or building setback lines if contiguous to a residential district. Above the height permitted three feet may be added to the height of the building for each foot the building is set back from the property lines up to a maximum height of 100 feet.If not contiguous to a residential zoning district no building shall exceed 100 feet in height at the property lines.
Lot Coverage Requirements	The maximum combined area occupied by all principal and accessory buildings shall not exceed 75 percent of the total site area.

(4) Additional regulations. In addition to the regulations established above in subsection (3) of this section, all developments within the industrial zoning districts will be subject to, and must comply with, the following regulations:

a. Supplementary district regulations subject to regulations in sections 12-3-55 through 12-3-69.

b. Off-street parking subject to regulations in chapter 12-4.

c. Signs subject to regulations in chapter 12-5.

d. Tree/landscape regulations in chapter 12-6.

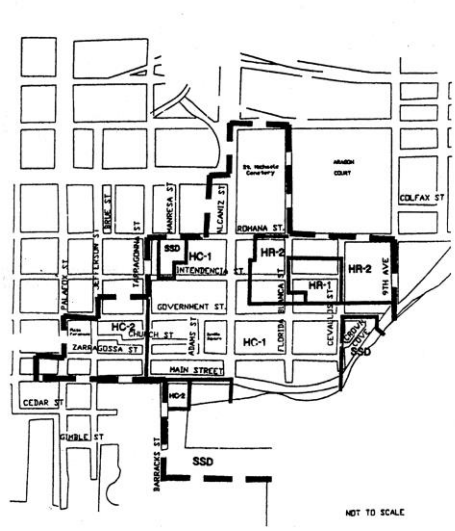
e. Stormwater management and control of erosion, sedimentation and runoff subject to regulations in chapter 12-8.

f. Alcoholic beverages regulations subject to chapter 7-4.

SECTION 2. Section 12-3-10 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-3-10. – Historic and preservation land use district.

The regulations in this section shall be applicable to the Pensacola historic district, the North Hill preservation district and the Old East Hill preservation district: HR-1, HR-2, HC-1, HC-2, PR-1AAA, PR-2, PC-1, OEHR-2, OEHC-1, OEHC-2 and OEHC-3.



(1) *Historic zoning districts: HR-1, HR-2, HC-1 and HC-2.*

a. *Purpose.* The historic zoning districts are established to preserve the development pattern and distinctive architectural character of the district through the restoration of existing buildings and construction of compatible new buildings. The official listing of the Pensacola historic district (which includes all areas designated as historic zoning districts) on the National Register of Historic Places and the authority of the architectural review board reinforce this special character. Zoning regulations are intended to ensure that future development is compatible with and enhances the pedestrian scale of the existing structures and period architectural character of the districts.

b. *Character of the district.* The historic district is characterized by lots with narrow street frontage (based on the original British city plan, c. 1765), and the concentration of Frame Vernacular, Folk Victorian and Creole homes which date from the early 19th Century and form a consistent architectural edge along the street grid. These buildings and historic sites and their period architecture make the district unique and worthy of continuing preservation efforts. The district is an established business area, residential neighborhood and tourist attraction, containing historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

c. *Uses permitted.*

1. *HR-1, one- and two-family.*

i. Single-family and two-family (duplex) dwellings.
ii. Libraries, community centers and buildings used exclusively by the federal, state, county or city government for public purposes.
iii. Churches, Sunday school buildings and parish houses.
iv. Home occupations allowing: not more than 60 percent of the floor area of the total buildings on the lot to be used for a home occupation; retail sales shall be allowed, limited to uses listed as conditional uses in subsection (1)c.2.vi of this section; two nonfamily members shall be

allowed as employees in the home occupation; and a sign for the business not to exceed three square feet shall be allowed.

v. Publicly owned or operated parks and playgrounds.

vi. Community residential homes licensed by the state department of health and rehabilitative services with six or fewer residents providing that it is not to be located within 1,000 feet of another such home. If it is proposed to be within 1,000 feet of another such home, measured from property line to property line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.

vii. Bed and breakfast subject to regulations in section 12-3-84.

viii. Conditional uses permitted:

(a) Single-family attached dwellings (townhouses).

(b) Multiple-family dwellings.

ix. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot and not involving the conduct of business.

x. Family day care homes licensed by the state department of children and family Services as defined in state statutes.

2. *HR-2, multiple-family and office.*

i. Any use permitted in the HR-1 district, including conditional uses.

ii. Boarding and lodging houses.

iii. Offices under 5,000 square feet.

iv. Community residential homes licensed by the state department of health and rehabilitative services with seven to 14 residents providing that it is not to be located within 1,200 feet of another such home in a multifamily district, and that the home is not within 500 feet of a single-family zoning district. If it is proposed to be within 1,200 feet of another such home in a multifamily district, measured from property line to property line, and/or within 500 feet of a single-family zoning district, measured from property line to district line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.

v. Child care facilities subject to regulations in section 12-3-87.

vi. Conditional use permitted:

The following uses limited to a maximum area of 3,000 square feet:

(a) Antique shops.

(b) Bakeries whose products are sold at retail and only on the premises.

(c) Grocery stores.

(d) Barbershops and beauty parlors.

(e) Laundromats, including dry-cleaning pick-up stations.

(f) Clothing and fabric shops.

(g) Studios.

(h) Vending machines when an accessory to a business establishment and located in the same building as the business.

(i) Small appliance repair shops.

(j) Floral gardens and shops.

(k) Hand craft shops for custom work or making custom items not involving noise, odor, or chemical waste.

(l) Secondhand stores.

(m) Specialty shops.

vii. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.

3. *HC-1, historical commercial district.*

i. Any use permitted in the HR-2 district, including the conditional uses, with no size limitations.
ii. Small appliance repair shops.
iii. Marinas.
iv. Restaurants (except drive-ins).
v. Motels.
vi. Commercial parking lots.
vii. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.

4. *HC-2, historical commercial district.*

i. Any use permitted in the HC-1district.
ii. Private clubs and lodges except those operated as commercial enterprises.
iii. Health clubs, spas and exercise centers.
iv. Tavern, lounges, nightclubs, cocktail bars.
v. Accessory buildings and uses customarily incidental to any of the above uses, including storage garages, when located on the same lot.
vi. Adult entertainment establishments subject to the requirements of chapter 7-3 when located within the dense business area as defined in chapter 12-13, Definitions.

d. *Procedure for review.*

1. Review and approval by the architectural review board. All activities regulated by this subsection shall be subject to review and approval by the architectural review board as established in section 12-12-3. The board shall adopt written rules and procedures for abbreviated review for paint

colors, minor repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board; provided, however, such abbreviated review process shall require review by the staff of West Florida Historic Preservation, Inc. If agreement cannot be reached as it pertains to such request for abbreviated review by the board designee and West Florida Historic Preservation, Inc. staff, then the matter will be referred to the entire board for a decision.

2. Decisions.

   i. General consideration. The board shall consider plans for existing buildings based on their classification as contributing, non-contributing or modern infill as depicted on the map entitled "Pensacola Historic District" adopted herein, and shall review these plans based on regulations described herein for each of these building classifications. In their review of plans for both existing buildings and new construction, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof; materials, textures and colors; plot plans or site layout, including features such as walls, walks, terraces, off-street paved areas, plantings, accessory buildings, signs and other appurtenances; and relation of the building to immediate surroundings and to the district in which it is located or to be located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and exterior site work, including painting, and is not restricted to those exteriors visible from a public street or place. The board shall consider requests for design materials, alterations or additions, construction methods, paint colors or any other elements regulated herein, which do not meet the regulations as established in this subsection, when documentary proof in the form of photographs, property surveys, indication of structural foundations, drawings, descriptive essays and similar evidence can be provided. The board shall not consider interior design or plan. The board shall not exercise any control over land use or construction standards such as are controlled by this chapter.

   ii. Rules governing decisions. Before approving the plans for any proposed building located or to be located in a district, the board shall find:

      (a) In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural or historic value of the building.

      (b) In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value of buildings on adjacent sites or in the immediate vicinity. No plans for new building will be approved if that

building will be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, scale, style, materials and colors.

iii. No provision of this section shall be interpreted to prevent the restoration or reconstruction of any historic building or feature (as listed by the Historic Pensacola Preservation Board) in its original style, dimensions or position on its original structural foundation.

3. Plan submission. Every activity that requires plans in order to erect, construct, demolish, renovate or alter an exterior of a building, sign or exterior site work, located or to be located in the historic zoning districts shall be accompanied with drawings or sketches. All drawings must be drawn to scale and be legible. The minimum size scale for site plans is 1″ = 30′0″; the minimum scale for floor plans is 1/8″ = 1′0″; and the minimum scale for exterior elevations is 1/8″ = 1′0″. The scale for other items, such as signs and details, shall be as large as necessary to fully define the detail of those items. Major projects with very large buildings may vary from the scale referenced above for ease of presentation.

   i. *Site plan.*

      (a) Indicate overall property dimensions and building size and location on the property.

      (b) Indicate relationship of adjacent buildings, if any.

      (c) Indicate layout of all driveways and parking on the site.

      (d) Indicate all fences, and signs with dimensions as required to show exact locations.

      (e) Indicate existing trees and existing and new landscaping.

   ii. *Floor plan.*

      (a) Indicate locations and sizes of all exterior doors and windows.

      (b) Indicate all porches, steps, ramps and handrails.

      (c) For renovations or additions to existing buildings, indicate all existing conditions and features as well as the revised conditions and features and the relationship of both.

   iii. *Exterior elevations.*

      (a) Indicate all four elevations of the exterior of the building.

      (b) Indicate the relationship of this project to adjacent structures, if any.

(c) Indicate exposed foundation walls, including the type of material, screening, dimensions, and architectural elements.

(d) Indicate exterior wall materials, including type of materials, dimensions, architectural elements and color.

(e) Indicate exterior windows and doors, including type, style, dimensions, materials, architectural elements, trim, and colors.

(f) Indicate all porches, steps, and ramps, including type of materials, dimensions, architectural elements and color.

(g) Indicate all porch, stair, and ramp railings, including type of material, dimensions, architectural elements, trim, and color.

(h) Indicate roofs, including type of material, dimensions, architectural elements, associated trims and flashing, and color.

(i) Indicate all signs, whether they are built mounted or freestanding, including material, style, architectural elements, size and type of letters, and color. The signs must be drawn to scale in accurate relationship to the building and the site.

iv. *Miscellaneous.*

(a) Show enlarged details of any special features of either the building or the site that cannot be clearly depicted in any of the above-referenced drawings.

4. Submission of photographs.

i. *Renovations/additions to existing buildings.*

(a) Provide at least four overall photographs per building so that all sides are clearly shown. In addition, photographs depicting the "streetscape" — that is, the immediate vicinity and all adjacent buildings — should be supplied.

(b) If doors and/or windows are to be modified, provide a photograph of each door to be changed and at least one representative photograph of the type of window to be altered and replaced.

(c) Provide any additional photographs as required to show specific details of any site or building conditions that will be altered or modified in any way by the proposed construction.

ii. *New construction.*

(a) Provide photographs of the site for the proposed new construction in sufficient quantity to indicate all existing site features, such as trees, fences, sidewalks, driveways, and topography.

(b) Provide photographs of the adjoining "streetscape," including adjacent buildings to indicate the relationship of the new construction to these adjacent properties.

5. Submission of descriptive product literature/brochures.

   i. Provide samples, photographs, or detailed, legible product literature on all windows, doors and shutters proposed for use in the project. The information must be sufficiently detailed to show style, dimensions, detailing, material type, and color.
   ii. Provide descriptive literature, samples, or photographs showing specific detailed information about signs and letters, if necessary to augment or clarify information shown on the drawings. The information must be sufficiently detailed to show style, dimensions, detailing, material type, and color.
   iii. Provide samples or descriptive literature on roofing material and trip to augment the information on the drawings. The information must indicate dimensions, details, material, color and style.
   iv. Provide samples or literature on any exterior light fixtures or other exterior ornamental features, such as wrought iron, railings, columns, posts, balusters, and newels. Indicate size, style, material, detailing and color.

6. Conceptual approval is permitted by the board only when the applicant specifies on their application that is the approval they are seeking. Conceptual approval applications shall be complete with the exception of final details such as material and color selections. Conceptual approval by the board does not permit the issuance of a building permit.

e. *Regulations and guidelines for any development within the historic zoning districts.* These regulations and guidelines are intended to address the design and construction of elements common to any development within the historic district that requires review and approval by the architectural review board. Regulations and guidelines which relate specifically to new construction and/or structural rehabilitation and repair to existing buildings, applicable to building heights, setbacks, architectural elements and construction types, are established in subsections (1)f through h of this section. Illustrations, photographs and descriptive examples of many of the design elements described in this subsection can be found in the document prepared by the Florida Northwest Chapter of the American Institute of Architects entitled "Seville Historic District Guideline Study."

   1. *Building height limit.* No building shall exceed the following height limit established by zone: HR-1 (one- and two-family), HR-2 (multiple-family), HC-1 (historic commercial), HC-2 (historic commercial)— 35 feet.

i. Bayfront Parkway setback/height requirement. The following height/setback requirement shall be observed along Bayfront Parkway between Tarragona Street and 9th Avenue (setback distance measured from northern right-of-way line) to create a scenic open space image along the parkway.

Building Height	Building Setback
20 feet	20 feet
25 feet	25 feet
30 feet	30 feet
35 feet (maximum height)	35 feet

2. *Protection of trees.* It is the intent of this section to recognize the contribution of shade trees and certain flowering trees to the overall character of the historic zoning districts and to ensure the preservation of such trees as described below:

   i. Any of the following "specimen tree" species having a minimum trunk diameter of eight inches (25.1 inches in circumference) at a height of one foot above grade: Live Oak, Water Oak, Pecan, and Magnolia having a minimum trunk diameter of six inches (18.8 inches in circumference) at a height of one foot above grade; and
   ii. Any of the following flowering trees with a minimum trunk diameter of four inches (12.55 inches in circumference) at a height of one foot above grade: Redbud, Dogwood, and Crape Myrtle.

   No person, organization, society, association or corporation, or any agent or representative thereof, directly or indirectly, shall cut down, destroy, undertake tree removal, or effectively destroy through damaging, any specimen or flowering tree, whether it be on private property or right-of-way within the district, without first having obtained a permit from the city to do so. Refer to section 12-6-7 for tree removal permit application procedures and guidelines.

3. *Fences.* The majority of original fences in the historic district were constructed of wood with a paint finish in many varying ornamental designs. To a lesser extent, fences may have been constructed of brick or wrought iron. The style of the fence and the materials used typically related directly to the style and type of materials used for the building on the property.

   All developments in the historic zoning districts shall comply with fence regulations as established in section 12-3-63(a) through (d), applicable to maximum heights permitted. In addition, the following provisions apply:

   i. Chain-link, concrete block and barbed wire are prohibited fence materials in the historic district. Approved materials will include, but not necessarily be limited to, wood, brick, stone and wrought iron.

ii. All wood or wrought iron fences shall be painted if the principal building is painted. Wood fences shall be constructed utilizing one of a variety of "picket" designs, especially a design that will reflect details similar to those on the building. It is recommended that the use of wrought iron or brick fences be constructed in conjunction with buildings that use masonry materials in their construction.

4. *Signs.* Those few signs that may have originally been used in the historic district, including those which were used in the commercial areas, were typically smaller in scale than many signs in current use. Ordinarily, their style was complementary to the style of the building on the property. The support structure and trim work on a sign was typically ornamental, as well as functional.

Refer to sections 12-5-2 and 12-5-3 for general sign standards and criteria and for a description of sign area calculations. In addition to the prohibited signs listed below, all signs listed in section 12-5-7 are prohibited within the historic district. The design, color scheme and materials of all signs shall be subject to approval by the architectural review board. All official signs within the district will be authorized, created, erected and maintained by the city or the Historic Pensacola Preservation Board using as their guide the document entitled "A Uniform System for Official Signs in the Seville Square Historical District." This document also includes recommendations for and descriptive drawings of commercial signs appropriate to the district.

i. *Permitted signs.*

(a) *Temporary accessory signs.*

(1) One non-illuminated sign advertising the sale, lease, or rental of the lot or building, said sign not exceeding six square feet in area.

(2) One non-illuminated sign not more than 50 square feet in area in connection with new construction work and displayed only during such time as the actual construction work is in progress.

(b) *Permanent accessory signs.*

(1) One sign per lot per street frontage for churches, schools, apartment buildings, boarding or lodging houses, libraries, community centers, commercial buildings (including retail and office buildings) or historic sites serving as identification and/or bulletin boards not to exceed 12 square feet in area and having a maximum height of eight feet; provided, however, that signs projecting from a building or extending over public property shall maintain a clear height of nine feet six inches above the public

property and shall not exceed a height of 12 feet six inches. The sign may be mounted to the face of a wall of the building, hung from a bracket that is mounted to a wall of a building, hung from other ornamental elements on the building, or may be freestanding. Attached or wall signs may be placed on the front or one side of the building. The sign may be illuminated provided the source of light is not visible beyond the property line of the lot on which the sign is located.

(2) One non-illuminated nameplate designating the name of the occupant of the property; the nameplate shall not be larger than three square feet and shall be attached flat against the wall of the building.

(3) Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the mayor and board.

ii. *Prohibited signs.*

(a) Any sign using plastic materials for lettering or background.

(b) Internally illuminated signs.

(c) Portable signs.

(d) Nonaccessory signs.

5. *Screening.* The following uses must be screened from adjoining property and from public view with fencing and/or landscaping or a combination of the two approved by the board:

   i. Parking lots.
   ii. Dumpsters or trash handling areas.
   iii. Service entrances or utility facilities.
   iv. Loading docks or spaces.

6. *Landscaping.* Within the original historic district development, the majority of each site not covered by a building was typically planted in trees, shrubbery or ground cover. No formal landscape style has been found to predominate in the district. The following regulations apply for landscaping:

   i. Within the front yard setback the use of grass, ground cover or shrubs is required and trees are encouraged in all areas not covered by a drive or walkway.

ii. The use of brick or concrete pavers set on sand may be allowed in the front yard in addition to drives or walkways, with board approval based on the need and suitability of such pavement.

7. *Driveways, sidewalks and off-street parking.* Original driveways in the historic district were probably unimproved or sidewalks were typically constructed of brick, cobblestones or small concrete pavers using two different colors laid at diagonals in an alternating fashion. Parking lots were not a common facility in the historic district. The following regulations and guidelines apply to driveways, sidewalks and parking lots in the historic district:

   i. *Driveways.* Unless otherwise approved by the board, each building site shall be allowed one driveway, standard concrete ribbons, or access drive to a parking lot. No new driveways or access drives to parking lots may be permitted directly from Bayfront Parkway to any development where alternative access from the inland street grid is available.

      (a) Where asphalt or concrete is used as a driveway material, the use of an appropriate coloring agent is required.

      (b) From the street pavement edge to the building setback the only materials allowed shall be shell, brick, concrete pavers, colored asphalt and approved stamped concrete or #57 granite or marble chips.

   ii. *Sidewalks.* Construction, repair and maintenance of sidewalks are all required on public rights-of-way within the district. Sidewalks shall be constructed of the following materials or combination of materials and approved by the board:

      (a) Brick pavers;

      (b) Concrete pavers;

      (c) Poured concrete stamped with an ornamental pattern and colored with a coloring agent;

      (d) A combination of concrete with brick or concrete paver bands along the edges of the sidewalk. This combination may also include transverse brick or concrete paver bands spaced at regular intervals.

      Walkways shall be provided from the street side sidewalk to the front entrance as approved by the board.

   iii. *Off-street parking.* Off-street parking is not required in the HC-1 and HC-2 zoning districts. Because parking lots have not been a common land use in the district, their location is encouraged behind the structures which they serve.

(a) Parking lots shall be screened from view of adjacent property and the street by fencing, landscaping or a combination of the two approved by the board.

(b) Materials for parking lots shall be concrete, concrete or brick pavers, asphalt, oyster shells, clam shells or #57 granite or marble chips. Where asphalt or concrete are used, the use of a coloring agent is required. The use of acceptable stamped patterns on poured concrete is also encouraged.

8. *Paint colors.* The architectural review board has adopted palettes of historic colors from several paint manufacturers that represent acceptable historic colors for use in the historic district. Samples of these palettes can be reviewed at the Historic Pensacola Preservation Board and at the office of the building inspector.
9. *Residential accessory structures.* Residential accessory structures shall comply with regulations set forth in section 12-3-55 except that the following shall apply: Accessory structures shall not exceed one story in height for a maximum in height of 25 feet in order for the accessory structure to match the style, roof pitch, or other design features of the main residential structure.
10. *Additional regulations.* In addition to the regulations established above in subsections (1)e.1 through 9 of this section, any permitted use within the historic district where alcoholic beverages are ordinarily sold is subject to the requirements of chapter 7-4.

f. *Restoration, rehabilitation, alterations or additions to existing contributing structures in the historic district.* The Secretary of the Interior's standards for rehabilitation, codified at 37 CFR 67, and the related guidelines for rehabilitating historic buildings shall form the basis for rehabilitation of existing contributing structures. The following regulations and guidelines for specific building elements are intended to further refine some of the general recommendations found in the Department of the Interior's document to reflect local conditions in the rehabilitation of structures. In the case of a conflict between the Department of the Interior's publication and the regulations set forth herein, the more restrictive shall apply. The "Seville Historic District Guideline Study" describes the building styles that are typical in the historic district. This definition of styles should be consulted to ensure that the proper elements are used in combination in lieu of combining elements that, although they may be typical to the district, are not appropriate for use together on the same building.

For all of the following elements, the documented building materials, types, styles and construction methods shall be duplicated when making repairs, alterations and/or additions to contributing structures. Any variance from the original materials, styles, etc., shall be approved only if circumstances unique to each project are found to warrant such variances. The following regulations and guidelines shall apply to renovations, repairs

and alterations to contributing structures which may or may not have documentary proof of the original elements and to alterations or additions to a contributing structure which seek to reflect the original elements.

1. *Exterior lighting.* Exterior lighting in the district in its original development typically consisted of post-mounted street lights and building-mounted lights adjacent to entryways. Occasionally, post lights were used adjacent to the entry sidewalks to buildings. Lamps were typically ornamental in design with glass lenses and were mounted on ornamental cast iron or wooden posts.

    i. Exterior lighting fixtures shall be in a design typical to the district in a pre-1925 Era. They shall be constructed of brass, copper, or painted steel and have clear lenses.
    ii. If exterior lighting is detached from the building, the fixtures shall be post-mounted and used adjacent to sidewalk or driveway entrances or around parking lots. If post-mounted lights are used, they shall not exceed 12 feet in height.
    iii. The light element itself shall be a true gas lamp or shall be electrically operated using incandescent or high pressure sodium lamps. Fluorescent and mercury vapor lamps are prohibited.
    iv. The use of pole mounted high pressure sodium utility/security lights is discouraged. If absolutely necessary, they will be considered, but only in the rear portions of the property.

2. *Exterior walls.* The two building materials basic to the historic district are clapboard style wood siding and brick masonry, the former being most prevalent. In general, the wood siding is associated with the residential-type buildings and the brick masonry is associated with more commercially-oriented buildings. Brick is used in predominantly wooden structures only for foundation piers and for fireplaces and chimneys.

    i. Vinyl or metal siding is prohibited.
    ii. Wood siding and trim shall be finished with paint, utilizing colors approved by the board. If documentary evidence is submitted showing that the original structure was unpainted, the board may not require a paint finish unless the condition of the wood warrants its use.
    iii. Foundation piers shall be exposed brick masonry or sand textured plaster over masonry. If infill between piers was original then it must be duplicated. It is encouraged that infill of wood lattice panels is utilized.

3. *Roofs.* The gable roof is the most typical in the historic district. On shotgun house types or buildings placed on narrow deep lots the gable-end is usually oriented toward the street. On the creole type houses or buildings having larger street frontages the gable-end is typically oriented towards the side yard. Some hip roofs are found in newer, typically larger than average buildings. Dormers are found typically in association with the creole type houses. The roof slope is at least six on 12, but can be found

to slope as much as 12 on 12. Roofing materials typically consisted of wood shingles, tin and corrugated metal panels.

i. The combination of varying roof styles or shapes on a single building is prohibited. The only exception to this is when a three-sided hip roof is used over a porch on the front of a gable roofed building.
ii. In order to protect the architectural integrity of the district and structure, roof materials original to each structure should be used. Alternatives to the materials may be considered on a case-by-case basis, but shall match the scale, texture, and coloration of the historic roofing material. Unless original to the structure, the following materials shall be prohibited: less than 30-year fiberglass or asphalt dimensional shingles, rolled roofing, and metal shingles. Thirty-year or 40-year dimensional shingles may be permitted. Provided, however, existing flat-roofed commercial structures may retain the same style roof and continue to use built-up or single-ply roofing.
iii. Eave metal and flashing shall be naturally weathered copper or galvanized steel, or may be painted.
iv. Gutters and downspouts are discouraged within the district except on brick commercial buildings.

4. *Porches.* The porch, consisting of raised floor platform, sheltering roof, supporting columns, handrails and balustrade, and connecting steps is typical to wood structures in the district.

   i. Porches are required in any renovation or alteration of a contributing structure that originally had a porch, and are encouraged as additions when the style of the building will allow it.
   ii. The original materials, method of construction and style of building elements shall be duplicated when making repairs, alterations or additions to existing porches.
   iii. The size and design of all porch elements, i.e., the flooring, the columns, the handrails, the pickets, the roof beam, the floor support piers, and any other ornamentation shall be consistent with any one single style that is typical to the district. The elements shall maintain proper historical scale, dimensions and detailing.

5. *Doors.* Entrance doors made up of a solid wood frame, with an infill of raised wood panels below and glazed panels above, are historically correct for the district. Single doorways with a glazed transom above allowed for both light and ventilation to enter the entrance way or entrance foyer of the building. Double doors were usually associated with a larger home or building layout.

   The placement of the doorway was not necessarily in the center of the front wall; in fact, it was usually off to one side in most cases, specifically in the shotgun house types. The larger creole cottage, and French creole house type, normally had the front door centered, leading to a center hallway or stair hall.

i. Doors are to be fabricated of solid wood, with three horizontal rails and two vertical stiles. The lower infill panels shall be constructed of wood and shall be located below the locking device with glazed panels located above the locking device. The top of the upper glazed panels can be semi-circular/half rounded. Beveled glass is encouraged.
ii. Panel infill may vary slightly from that noted in subsection (1)f.5.i of this section, but usually shall not exceed six panels. Variations must be approved by the architectural review board.
iii. Trim or casing shall be used on all doors and sidelights and shall typically range in width between five inches and eight inches.

6. *Windows.* Traditionally the windows employed in the Seville Historic District were constructed of wood and were the double hung or triple hung type. The windows opening toward the front porch of the building usually were triple hung with the sill close to or almost flush with the adjacent floors. This allowed for optimum flow of air, and for passage to and from the exterior space. The other windows of the building had the normal placement of the window sill at approximately 30 inches above finished floor. Typical windows ranged in width from 32 to 36 inches and ranged in height from six to seven feet exclusive of trim dimensions. The taller windows, when double hung, frequently had the lower section greater in vertical dimension than the upper section, giving freer movement through to the adjacent porch or veranda.

i. Windows are to be fabricated of wood and must, in the judgement of the architectural review board, closely approximate the scale and configuration of the original window designs.
ii. The window proportions/dimensions will be decidedly vertical, following the historic appearance and character of those encountered throughout the district.
iii. Window sections shall typically be divided into two to six panes, and in the usual double hung window, the layout of window panes will be six over six. All windows shall have true divided lites. Any variation to this division of the window opening shall be approved by the architectural review board.
iv. The window frame will be given a paint finish appropriate to the color scheme of the exterior of the building.
v. Window trim or casing is to be a nominal five-inch member at the two sides and the head.
vi. Other than the full height windows at the front porch and smaller windows at kitchens and bathrooms, all remaining windows shall be proportioned with the height between two and 2½ times the width. The sill height for standard windows shall be approximately 30 inches above finished floor.
vii. Glass for use in windows shall typically be clear, but a light tinted glass will be given consideration by the architectural review board.

7. *Shutters.* Shutters are an exterior ornamental and functional architectural feature that have traditionally been used on windows, and occasionally, on doors within the historic district. On renovation projects to existing contributing structures, it is recommended that shutters not be installed unless they were original to the structure.

    i. If shutters are to be used on a project, they must be dimensioned to the proper size so that they would completely cover the window both in width and height if they were closed.
    ii. The shutters must be installed in a manner that will appear identical to an original operable installation. Shutters installed currently are not required to be operational, but rather can be fixed in place; however, they must be installed with some space between the back of the shutter and the exterior wall surface material and must overlap the door or window trim in a fashion identical to an original operable installation.
    iii. The style of the shutters must be louvered, flat vertical boards or panelled boards, with final determination being based on compatibility with the overall building design.

8. *Chimneys.* Chimneys constructed of brick masonry, exposed or cement plastered, are typical to original construction in the district.

    The chimney in the historic district is that necessary element usually serving back-to-back fireplaces, and as such, would not be located on the exterior wall of the building. Consequently, the appropriate location for chimneys would be projecting through some portion of the roof of the building, in lieu of being placed on an exterior wall.

    i. The chimney or chimneys are to be located within the slope of the roof, rather than being placed on an exterior wall, and shall extend above the roof ridge line.
    ii. The chimney or chimneys are to be constructed of masonry with the exposed surface to be brick or sand textured plaster. Rough texture stucco is prohibited.
    iii. The finished exposed surface of chimneys are to be left natural without any paint finish.
    iv. Flashing shall consist of galvanized steel, copper sheet metal or painted aluminum.
    v. The extent of simplicity or ornamentation shall be commensurate with the overall style and size of the building on which the chimney is constructed.
    vi. The use in contributing structures of prefabricated fireplaces with steel chimneys is prohibited.

9. *Trim and miscellaneous ornament.* Most trim, except for window and door casings/trim, was used more for decorative than functional purposes. Trim and ornament was almost always constructed of wood, and was painted to match other elements (doors, windows, porches, etc.) of the building.

Ornament on masonry buildings was typically limited to corbling or other decorative use of brick at window openings, door openings, columns, parapet walls and on major facades above the windows and doors.

i. In renovation work, only that decorative trim or ornament historically significant to the specific building will be permitted.
ii. The scale and profile/shape of existing ornament used within the district will dictate approval for all new proposals.
iii. Trim and ornament, where used, is to be fabricated of wood.
iv. Trim and ornament will be painted to match, or be coordinated with, door and window casings, porch railings, porch columns, and basic projecting elements of the building.

10. *Miscellaneous mechanical equipment.*

i. Air conditioning condensing units shall not be mounted on any roof where they are visible from any street.
ii. Air conditioning condensing units that are mounted on the ground shall be in either side yards or rear yards. No equipment shall be installed in a front yard.
iii. Visual screening consisting of ornamental fencing or landscaping shall be installed around all air conditioning condensing units to conceal them from view from any adjacent street or property owner.
v. Exhaust fans or other building penetrations as may be required by other authorities shall be allowed to penetrate the wall or the roof but only in locations where they can be concealed from view from any street. No penetrations shall be allowed on the front of the building. They may be allowed on side walls if they are properly screened. It is desirable that any penetrations occur on rear walls or the rear side of roofs.

11. *Accessibility ramps and outdoor stairs.*

i. Whenever possible, accessibility ramps and outdoor stairways shall be located to the side or the rear of the property.
ii. The design of accessibility ramps and outdoor stairs shall be consistent with the architectural style of the building.
iii. Building elements, materials and construction methods shall be consistent with the existing structure.

g. *Renovation, alterations and additions to noncontributing and modern infill structures within the historic district.* Many of the existing structures within the district do not meet the criteria established for contributing structures, even though they may be similar in style to the historic structures, and some structures are modern in style with no relation to the historic structures. All of these buildings shall be recognized as products of their own time. The regulations and guidelines established in subsection (1)e of this section, relating to streetscape elements, and paint colors described in subsection (1)f.3 of this section shall apply to noncontributing and modern infill structures. In review of these structures the board may make

recommendations as to the use of particular building elements that will improve both the appearance of the individual structure, its relationship with surrounding structures and the overall district character.

h. *New construction in the historic district.* This subsection does not intend to mandate construction of new buildings of historical design. New construction shall complement original historic buildings or shall be built in a manner that is complementary to the overall character of the district in scale, building materials, and colors.

For purposes of describing the scale and character required in new construction within the historic district, the district is herein subdivided into two general building style districts as shown on Map 12-3.1: the "residential" wood cottages district and the "commercial" brick structures district. Within the wood cottages district all new construction shall conform to the building types I and II (described herein) in scale, building materials and colors. Within the brick structures district all new construction shall conform to the building types I, II, or III (described herein) in scale, building materials and colors. The regulations for the two building style districts will establish building heights and setbacks and will illustrate relationships between the streetscape, the building and exterior architectural elements of the building. The streetscape element regulations established in subsection (1)e of this section are applicable to all new construction in the historic district, no matter what style building. If new construction is intended to match historical designs, then the building elements described in subsection (1)f.1 through 12 of this section should be utilized as guidelines. If it is to be a replica of a historic building, the building must be of a historic style characteristic of the Pensacola historic district.

1. Figure 12-3.1 illustrates the scale and characteristics of building types I and II for the wood cottages district.
2. Figure 12-3.2 illustrates the scale and characteristics of building type III for the brick structures district.
3. Aragon subdivision Block "L" & "N" and lots within Privateer's Alley shall conform to section 12-3-12(2)e.10, GRD-1 Architectural Review Standards, with the exception of section 12-3-12(2)e.10.v, Doors. Exterior doors shall comply with subsection (1)f.5 of this section.

MAP 12-3-1-HISTORIC BUILDING
STYLE DISTRICTS

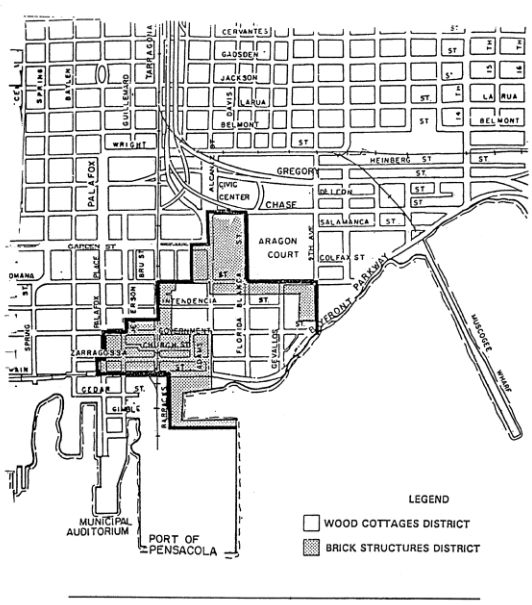
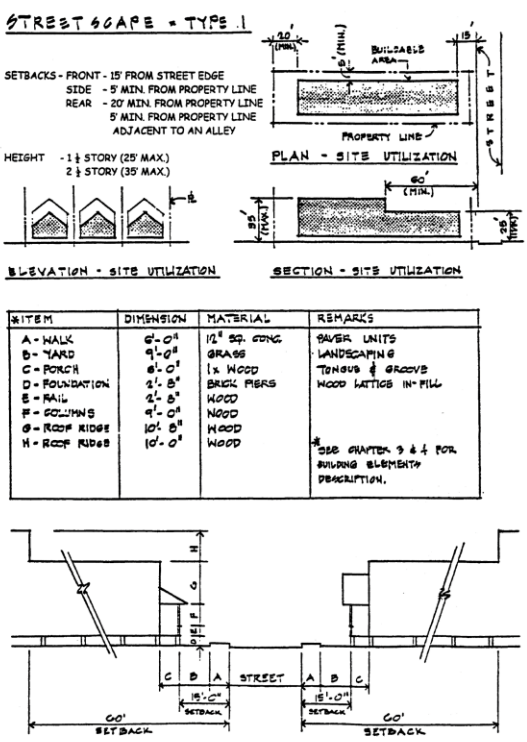


FIGURE 12-3.1. WOOD COTTAGES DISTRICT-STREETSCAPE, TYPE 1



*ITEM	DIMENSION	MATERIAL	REMARKS
A - WALK	6'-0"	12" SQ. CONC.	PAVER UNITS
B - YARD	9'-0"	GRASS	LANDSCAPING
C - PORCH	8'-0"	1x WOOD	TONGUE & GROOVE
D - FOUNDATION	2'-8"	BRICK PIERS	WOOD LATTICE IN-FILL
E - RAIL	2'-8"	WOOD	
F - COLUMNS	9'-0"	WOOD	
G - ROOF RIDGE	10'-8"	WOOD	
H - ROOF RIDGE	10'-0"	WOOD	

*SEE CHAPTER 3 & 4 FOR BUILDING ELEMENTS DESCRIPTION.

FIGURE 12-3.1. WOOD COTTAGES DISTRICT-STREETSCAPE, TYPE 1

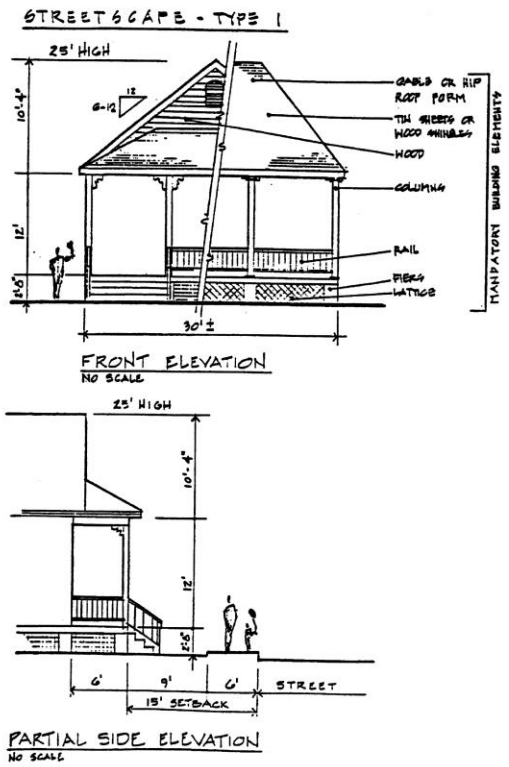


FIGURE 12-3.1. WOOD COTTAGES DISTRICT-STREETSCAPE, TYPE 2

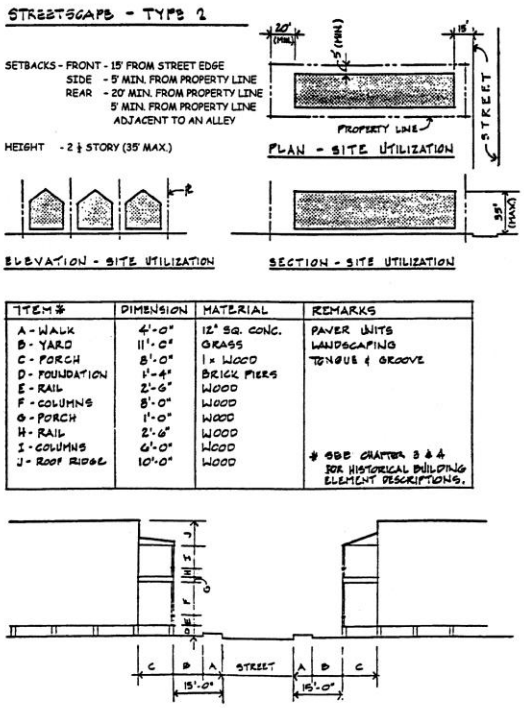


FIGURE 12-3.1. WOOD COTTAGES DISTRICT-STREETSCAPE, TYPE 2

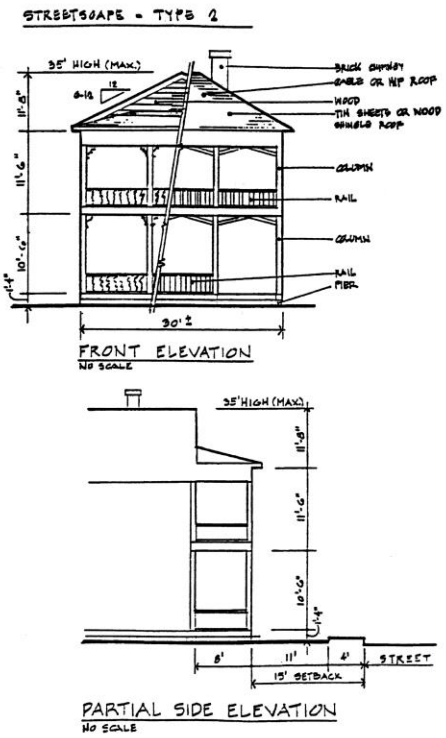


FIGURE 12-3.2. BRICK STRUCTURES DISTRICT-STREETSCAPE, TYPE 3

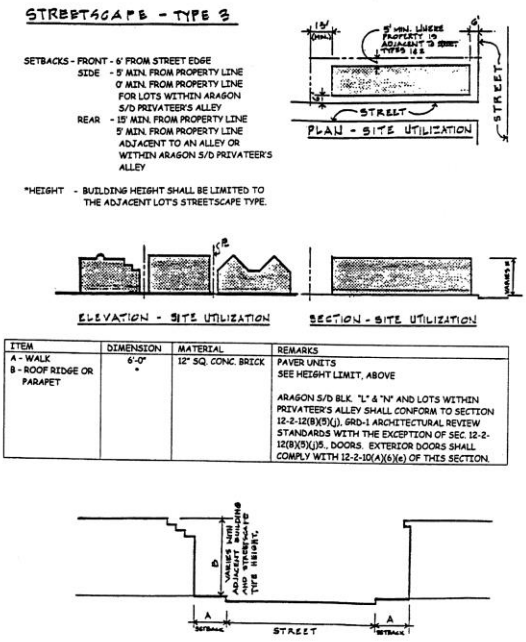
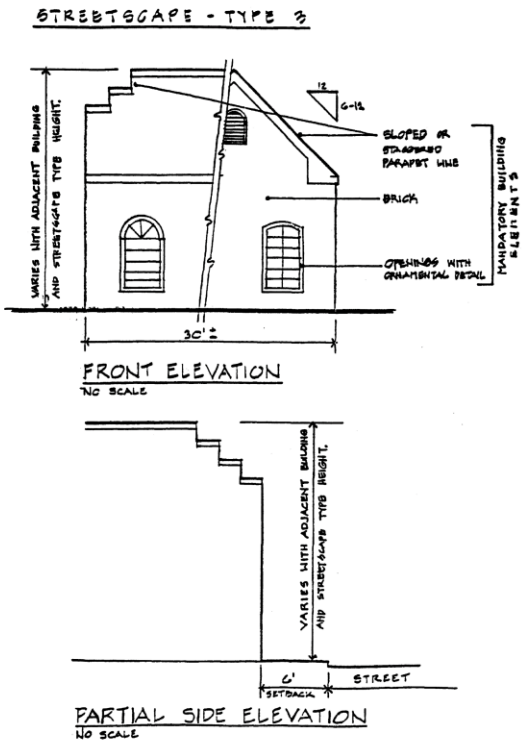


FIGURE 12-3.2. BRICK STRUCTURES DISTRICT-STREETSCAPE, TYPE 3



i. *Demolition of contributing structures.* Demolition of a contributing structure constitutes an irreplaceable loss to the quality and character of the historic district and is strongly discouraged. Therefore, no permit shall be issued for demolition of a contributing structure unless the owner demonstrates to the board clear and convincing evidence of unreasonable hardship. Provided, however, nothing herein shall prohibit the demolition of a contributing structure if the building official determines that there is no reasonable alternative to demolition in order to bring the structure in compliance with the unsafe building code. When the owner fails to prove unreasonable economic hardship the applicant may provide to the board additional information that may show unusual and compelling circumstances in order to receive board recommendation for demolition of the contributing structure.

The board shall be guided in its decision by balancing the historic, architectural, cultural and/or archaeological value of the particular structure against the special merit of the proposed replacement project.

1. *Unreasonable economic hardship.* When a claim of unreasonable economic hardship is made, the public benefits obtained from retaining the historic resource must be analyzed and duly considered by the board. The owner shall submit to the board for its recommendation the following information:

i. *For all property:*

(a) The assessed value of the land and improvements thereon according to the two most recent assessments;

(b) Real estate taxes for the previous two years;

(c) The date of purchase of the property or other means of acquisition of title, such as by gift or inheritance, and the party from whom purchased or otherwise acquired;

(d) Annual debt service, if any, for the previous two years;

(e) All appraisals obtained within the previous two years by the owner or applicant in connection with his or her purchase, financing or ownership of the property;

(f) Any listing of the property for sale or rent, price asked and offers received, if any;

(g) Any consideration by the owner as to profitable adaptive uses for the property;

(h) Replacement construction plans for the contributing structure in question;

(i) Financial proof of the ability to complete the replacement project which may include, but not be limited to, a performance bond, a letter of credit, a trust for completion of improvements, or a letter of commitment from a financial institution; and

(j) The current fair market value of the property, as determined by at least two independent appraisals made by appraisers with competent credentials.

ii. *For income-producing property:*

(a) Annual gross income from the property for the previous two years;

(b) Itemized operating and maintenance expenses for the previous two years, including proof that adequate and competent management procedures were followed;

(c) Annual cash flow, if any, for the previous two years; and

(d) Proof that efforts have been made by the owner to obtain a reasonable return on his or her investment based on previous service.

The applicant shall submit all necessary materials to the board at least 15 days prior to the board hearing in order that staff may review and comment and/or consult on the case. Staff and/or professional comments shall be forwarded to the board for consideration and review and made available to the applicant for consideration prior to the hearing.

The board may require that an applicant furnish such additional information that is relevant to its determination of unreasonable economic hardship and may require that such additional information be furnished under seal. The board or its agent may also furnish additional information as the board believes is relevant. The board shall also state which form of financial proof it deems relevant and necessary to a particular case.

In the event that any of the required information is not reasonably available to the applicant and cannot be obtained by the applicant, the applicant shall file with his or her affidavit a statement of the information that cannot be obtained and shall describe the reasons why such information cannot be obtained.

2. *Unusual and compelling circumstances and demolition of a contributing structure.* When an applicant fails to prove economic hardship in the case of a contributing structure, the applicant may provide to the board additional information that may show unusual and compelling circumstances in order to receive board recommendation for demolition of the contributing structure. The board, using criteria set forth in this subsection, shall determine whether unusual and compelling circumstances exist and shall be guided in its recommendation in such instances by the following additional considerations:

   i. The historic or architectural significance of the structure;
   ii. The importance of the structure to the integrity of the historic district;
   iii. The difficulty or the impossibility of reproducing such a structure because of its design, texture, material, detail, or unique location;
   iv. Whether the structure is one of the last remaining examples of its kind in the historic district;
   v. Whether there are definite plans for reuse of the property if the proposed demolition is carried out and what effect such plans will have on the architectural, cultural, historical, archaeological, social, aesthetic, or environmental character of the surrounding area, as well as the economic impact of the new development; and
   vi. Whether reasonable measures can be taken to save the structure from further deterioration, collapse, arson, vandalism or neglect.

3. *Recommendation of demolition.*

   i. Should the applicant for demolition of a contributing structure satisfy the board that he or she will suffer an economic hardship if a demolition permit is not recommended, or, if in failing to demonstrate economic hardship, the applicant demonstrates unusual and compelling circumstances that dictate demolition of the contributing structure, either a recommendation for demolition or a recommendation for a six-month moratorium on the demolition shall be made.
   ii. In the event that the board recommends a six-month moratorium on the demolition, within the moratorium period, the board shall consult

with the Historic Pensacola Preservation Board, the city and any other applicable public or private agencies to ascertain whether any of these agencies or corporations can preserve or cause to be preserved such architectural or historically valuable buildings. If no agencies or organizations are prepared to preserve the buildings or cause their preservation, then the board shall recommend approval of the demolition.

iii. Following recommendation for approval of demolition, the applicant must seek approval of replacement plans prior to receiving a demolition permit and other building permits. Replacement plans for this purpose shall include, but shall not be restricted to, project concept, preliminary elevations and site plans, and adequate working drawings for at least the foundation plan that will enable the applicant to receive a permit for foundation construction. The board may waive the requirements for replacement plans under extreme, unusual and compelling circumstances or public safety purposes.

iv. Applicants that have received a recommendation for demolition shall be permitted to receive such demolition permit without additional board action on demolition, following the board's recommendation of a permit for new construction.

4. *Prevention of demolition by neglect.*

i. All contributing structures within the historic district shall be preserved against decay and deterioration and kept free from certain structural defects by the owner thereof or such other person who may have legal custody and control thereof. The owner or other person having such legal custody and control shall repair such building, object, site, or structure if it is found to have any of the following defects:

(a) Deteriorated or inadequate foundation. Defective or deteriorated flooring or floor supports or flooring or floor supports of insufficient size to carry imposed loads with safety;

(b) Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration. Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety;

(c) Members of ceilings, roofs, ceiling and roof supports or other horizontal members that sag, split, or buckle due to defective materials or deterioration. Members of ceilings, roofs, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads with safety;

(d) Fireplaces or chimneys that list, bulge or settle due to defective materials or deterioration. Fireplaces or

chimneys that are of insufficient size or strength to carry imposed loads with safety;

(e) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken windows or doors. Defective protection or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other protective covering. Any fault or defect in the building that renders same structurally unsafe or not properly watertight.

In addition, the owner or other person having legal custody and control of a historic landmark or a building, object, site, or structure located in a historic district shall keep all property, including vacant property, clear of all weeds, fallen trees or limbs, debris, abandoned vehicles, and all other refuse.

ii. The board, on its own initiative, may file a petition with the building official requesting that he or she proceed to require correction of defects or repairs to any structure covered by subsection (1)i.4.i of this section so that such structure shall be preserved and protected in accordance with the purposes of this section and the public safety and housing ordinance.

j. *Other demolition permits.*

1. All applications for permits to demolish structures other than contributing structures shall be referred to the board for the purpose of determining whether or not the structure may have historical, cultural, architectural, or archaeological significance. Such determination shall be made in accordance with the criteria found in subsections (1)i.2.i through vi of this section.
2. The board shall make such determination within 30 days after receipt of the completed application and shall notify the building official in writing. If the structure is determined to have no cultural, historical, architectural, or archaeological significance, a demolition permit may be issued immediately, provided such application otherwise complies with the provisions of all city code requirements.
3. If said structure is determined by the board to have historical significance, the board shall make such information available to the preservation board for review and recommendation as to significance. If the board concurs in the significance, using criteria set forth in subsections (1)i.2.i through vi of this section, the board shall recommend to the city council that the structure be designated a contributing structure.
4. Upon such a recommendation by the board, issuance of any permit shall be governed by subsection (1)i.3 of this section.

k. *Treatment of site following demolition.* Following the demolition or removal of any buildings, objects or structures located in the historic district, the owner or other person having legal custody and control thereof shall:

1. Remove all traces of previous construction, including foundation;
2. Grade, level, sod and/or seed the lot to prevent erosion and improve drainage; and
3. Repair at his or her own expense any damage to public rights-of-way, including sidewalks, curb and streets, that may have occurred in the course of removing the building, object, or structure and its appurtenances.

(2) *North Hill preservation zoning districts: PR-1AAA, PR-2, PC-1.*

a. *Purpose.* The North Hill preservation zoning districts are established to preserve the unique architecture and landscape character of the North Hill area, and to promote orderly redevelopment that complements and enhances the architecture of this area of the city.
b. *Character of the district.* The North Hill preservation district is characterized by mostly residential structures built between 1870 and the 1930s. Queen Anne, Neoclassical, Tudor Revival, Craftsman Bungalow, Art Moderne and Mediterranean Revival are among the architectural styles found in North Hill. North Hill is listed on the National Register of Historic Places.
c. *Uses permitted.*

1. *PR-1AAA, single-family district.*

i. Single-family dwellings at a maximum density of 4.8 units per acre.
ii. Home occupations, as regulated in section 12-3-57.
iii. Community residential homes licensed by the state department of health and rehabilitative services with six or fewer residents providing that it is not to be located within 1,000 feet of another such home. If it is proposed to be within 1,000 feet of another such home, measured from property line to property line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.
iv. Municipally owned or operated parks or playgrounds.
v. Public schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges.
vi. Libraries, community centers and buildings used exclusively by the federal, state, regional, county and city government for public purposes.
vii. Churches, Sunday school buildings and parish houses.
viii. Conditional uses permitted: two-family dwellings (duplex) at a maximum density of 9.6 units per acre.
ix. Accessory buildings and uses customarily incidental to the above uses not involving the conduct of a business.
x. Family day care homes licensed by the state department of children and family services as defined in state statutes.

2. *PR-2, multiple-family district.*

   i. Any use permitted in the PR-1AAA district.
   ii. Single-family, two-family and multifamily residential attached or detached units with a maximum density of 35 dwelling units per acre.
   iii. Community residential homes licensed by the state department of health and rehabilitative services with seven to 14 residents providing that it is not to be located within 1,200 feet of another such home in a multifamily district, and that the home is not within 500 feet of a single-family zoning district. If it is proposed to be within 1,200 feet of another such home in a multifamily district and/or within 500 feet of a single-family zoning district it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.
   iv. Bed and breakfast subject to regulations in section 12-3-84.
   v. Conditional uses permitted:

      (a) Private clubs and lodges except those operated primarily as commercial enterprises.

      (b) Office buildings (under 5,000 square feet).

      (c) Antique shops—No outside displays.

      (d) Art galleries—No outside displays.

      (e) Social services homes/centers.

      (f) Boarding and lodging houses.

      (g) Child care facilities subject to regulations in section 12-3-87.

   vi. Accessory buildings. Buildings and uses customarily incidental to any of the above uses, including storage garages when located on the same lot not involving the conduct of a business.

3. *PC-1, preservation commercial district.*

   i. Any use permitted in the PR-2 district, including conditional uses.
   ii. Hand craft shops for custom work or making custom items not involving unreasonable noise, odor or chemical waste.
   iii. Office buildings (under 7,000 square feet).
   iv. Barbershops and beauty parlors.
   v. Florists.
   vi. Studios.
   vii. Vending machines when an accessory to a business establishment and located inside the same building as the business.
   viii. Conditional uses permitted:

      (a) Gas stations.

      (b) Other retail shops.

      (c) Office buildings (over 7,000 square feet).

(d) Restaurants, with the exception of drive-in restaurants.

(e) Food truck courts, subject to regulations in Sec. 12-3-95.

ix. Accessory buildings and uses customarily incidental to the above uses.

d. *Procedure for review.*

1. *Review and approval.* All activities regulated by this subsection shall be subject to review and approval by the architectural review board as established in section 12-12-3. The board shall adopt written rules and procedures for abbreviated review for paint colors, minor repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board; provided, however, such abbreviated review process shall require review by the staff of the Historic Pensacola Preservation Board. If agreement cannot be reached as it pertains to such request for abbreviated review by the board designee and Historic Pensacola Preservation Board staff, then the matter will be referred to the entire board for a decision.
2. *Decisions.*

i. General consideration. The board shall consider plans for existing buildings based on its classification as contributing, non-contributing or modern infill as depicted on the map entitled "North Hill Preservation District" adopted herein, and shall review these plans based on regulations described herein for each of these building classifications. In its review of plans for both existing buildings and new construction, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof; materials, textures and colors; plot plans or site layout, including features such as walls, walks, terraces, off-street paved areas, plantings, accessory buildings, signs and other appurtenances; and relation of the building to immediate surroundings and to the district in which it is located or to be located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and exterior site work, and is not restricted to those exteriors visible from a public street or place. The board shall consider requests for design materials, alterations or additions, construction methods, paint colors or any other elements regulated herein, which do not meet the regulations as established in this subsection, when documentary proof in the form of photographs, property surveys, indication of structural foundations, drawings, descriptive essays and similar evidence can be provided. The board shall not consider interior design or plan. The board shall not exercise any control over land use or construction standards such as are controlled by this chapter.

ii. Rules governing decisions. Before approving the plans for any proposed building located or to be located in a district, the board shall find:

(a) In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural or historic value of the building.

(b) In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value of buildings on adjacent sites or in the immediate vicinity. No plans for new building will be approved if that building will be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, scale, style, materials and colors.

iii. No provision of this section shall be interpreted to prevent the restoration or reconstruction of any historic building or feature (as listed by the Historic Pensacola Preservation Board) in its original style, dimensions or position on its original structural foundation.

3. *Plan submission.* Every application for a building permit to erect, construct, demolish, renovate or alter an exterior of a building, sign or exterior site work (i.e., paving and landscaping), located or to be located in the North Hill preservation district, shall be accompanied with plans for the proposed work pursuant to subsections (1)d.3 through 5 of this section, applicable to the historic district.

e. *Regulations and guidelines for any development within the preservation district.* These regulations and guidelines are intended to address the design and construction of elements common to any development within the North Hill preservation district which requires review and approval by the architectural review board. Regulations and guidelines that relate specifically to new construction and/or structural rehabilitation and repair to existing buildings, applicable to building heights, setbacks, architectural elements and construction types, are established in subsections (2)f through h of this section.

1. *Off-street parking.* All development within the North Hill preservation district shall comply with the regulations established in chapter 12-4. Parking lots shall comply with the requirements of chapter 12-6. Design of and paving materials for parking lots, spaces and driveways shall be subject to approval of the architectural review board. For all parking lots, a solid wall, fence or compact hedge not less than four feet high shall be erected along the lot lines when autos or lots are visible from the street or from an adjacent residential lot.
2. *Signs.* Refer to sections 12-5-2 and 12-5-3 for general sign standards and criteria and for a description of sign area calculations. The location, design

and materials of all accessory signs, historical markers and other signs of general public interest shall be subject to the review and approval of the architectural review board. Only the following signs shall be permitted in the North Hill preservation district:

i. *Temporary accessory signs.*

(a) One non-illuminated sign advertising the sale, lease or rental of the lot or building, said sign not exceeding six square feet of area.

(b) One non-illuminated sign not more than 50 square feet in area in connection with new construction work, and displayed only during such time as the actual construction work is in progress.

ii. *Permanent accessory signs.*

(a) One sign per street frontage for churches, schools, boarding and lodging houses, libraries, and community centers, multiple-family dwellings and historic sites serving as identification and/or bulletin boards not to exceed 12 square feet in area. The signs shall be placed flat against the wall of the building, perpendicular or may be freestanding. Such signs may be illuminated provided that the source of light shall not be visible beyond the property line of the lot on which the sign is located.

(b) Commercial establishments may have one attached or one freestanding sign per street frontage not to exceed 12 square feet provided that the freestanding sign be no closer to any property line than five feet. The attached or wall signs may be placed on the front or one side of the building. As used herein, "commercial establishments" shall mean an establishment wherein products are available for purchase. Such signs may be illuminated provided the source of light shall not be visible beyond the property line of the lot on which the sign is located. Office complexes may have one freestanding sign per street frontage not to exceed 12 square feet.

(c) One non-illuminated nameplate designating the name of the occupant of the property; the nameplate shall not be larger than 100 square inches and may be attached to the dwelling. This section shall be applicable to occupants and home occupations.

(d) Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the mayor and board.

(e) The maximum height for freestanding signs shall be eight feet. No attached sign shall extend above the eave line of a building to which it is attached.

3. *Protection of trees.* The purpose of this subsection is to establish protective regulations for specified trees within the North Hill preservation zoning districts. It is the intent of this subsection to recognize the contribution of shade trees and certain flowering trees to the overall character of the preservation district and to ensure the preservation of such trees as described below.

   i. Any of the following species having a minimum trunk diameter of eight inches (25.1 inches in circumference) at a height of one foot above grade: Live Oak and Water Oak; Magnolia having a minimum trunk diameter of six inches (18.8 inches in circumference) at a height of one foot above grade; and any of the following flowering trees with a minimum trunk diameter of four inches (12.55 inches in circumference) at a height of one foot above grade: Redbud, Dogwood, and Crape Myrtle.
   ii. Tree removal. No person, organization, society, association or corporation, or any agent or representative thereof, directly or indirectly, shall cut down, destroy, remove, or effectively destroy through damaging, any specimen tree, whether it be on private property or right-of-way within the defined limits of the preservation district of the city, without first having obtained a permit from the city to do so. Refer to section 12-6-7 for application procedures and guidelines for a tree removal permit.
   iii. In addition to the specific tree preservation provisions outlined in this subsection, the provisions of chapter 12-6 shall be applicable in this district.

4. *Fences.* All developments in the North Hill preservation zoning districts shall comply with fence regulations as established in section 12-3-63. Fences are subject to approval by the architectural review board. Approved materials will include but not necessarily be limited to wood, brick, stone or wrought iron. No concrete block or barbed wire will be permitted. Chain-link fences shall be permitted in side and rear yard only with board approval.
5. *Paint colors.* The architectural review board has adopted palettes of historic colors from several paint manufacturers that represent acceptable historic colors for use in the Preservation District. Samples of these palettes can be reviewed at the Historic Pensacola Preservation Board and at the office of the building inspector.
6. *Residential accessory structures.* Residential accessory structures shall comply with regulations set forth in section 12-3-55 except that the following shall apply: Accessory structures shall not exceed one story in height for a maximum in height of 25 feet in order for the accessory

structure to match the style, roof pitch, or other design features of the main residential structure.

7. *Additional regulations.* In addition to the regulations established above in subsections (2)e.1 through 6 of this section, any permitted use within the North Hill preservation district where alcoholic beverages are ordinarily sold is subject to the requirements of chapter 7-4.

f. *Restoration, rehabilitation, alterations or additions to existing contributing structures in the North Hill preservation district.*

1. The document entitled "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings," published by the United States Department of the Interior in 1983, shall form the basis for rehabilitation of existing contributing buildings. The proper building elements should be used in combinations that are appropriate for use together on the same building.
2. Documented building materials, types, styles and construction methods shall be duplicated when making repairs, alterations and/or additions to contributing structures. Any variance from the original materials, styles, etc., shall be approved only if circumstances unique to each project are found to warrant such variances.
3. Regulations established in Table 12-3.9 shall apply to alterations and additions to contributing structures. The regulations and guidelines established in subsection (2)e of this section, relating to streetscape elements, shall apply to contributing structures.

g. *Renovation, alterations and additions to noncontributing and modern infill structures within the North Hill preservation district.*

1. Many of the existing structures within the district do not meet the criteria established for "contributing" structures, even though they may be similar in style to the historic structures, and some structures are modern in style with no relation to the historic structures. All of these buildings shall be recognized as products of their own time. The regulations and guidelines established in subsection (2)e of this section, relating to streetscape elements, shall apply to noncontributing and modern infill structures. Regulations established in Table 12-3.9 below, shall apply to alterations and additions to existing noncontributing structures. The architectural review board has adopted palettes of historic colors from several paint manufacturers that represent acceptable historic colors for use in the district. Only paint colors approved by the board shall be permitted.
2. In review of these structures the board may make recommendations as to the use of particular building elements that will improve both the appearance of the individual structure, its relationship with surrounding structures and the overall district character.

h. *Regulations for new construction and additions to existing structures in the North Hill preservation district.* New construction is encouraged to be built in a manner that is complementary to the overall character of the district in scale,

building materials and colors. The regulations established in subsection (2)e of this section, relating to streetscape elements, shall apply to new construction. Table 12-3.9 describes height, area and yard requirements for new construction and, where applicable, for additions to existing structures in the North Hill preservation district.

TABLE 12-3.9. REGULATIONS FOR THE NORTH HILL PRESERVATION ZONING DISTRICTS

Standards	PR-1AAA	PR-2	PC-1
Minimum Yard Requirement (Minimum Building Setbacks) Front Yard Side Yard Rear Yard>	*30 feet 9 feet 25 feet	*15 feet 7.5 feet 25 feet	None 5 feet (for dwellingsor wood frame structures only) 15 feet
Minimum Lot Area for Residential Uses	9,000 s.f.	5,000 s.f. for single-family and 10,000 s.f. for multifamily	None
Minimum Lot Width at Street Row Line	50 feet	50 feet	None
Minimum Lot Width at Building Setback Line	75 feet	50 feet	None
Maximum Building Height (Except as Provided in Section 12-3-62)	35 feet	35 feet	45 feet
Minimum Floor Area	N/A	600 s.f. per dwelling unit for multifamily	None
*Front yard depths in the North Hill Preservation zoning district shall not be less than the average depths of the front yards located on the block, up to the minimum yard requirement; in case there are no other dwellings, the front yard depths shall be no less than the footages noted.			

i. *Demolition of structures within the North Hill preservation district.* The demolition provisions established in subsections (1)i through k of this section, applicable to contributing and noncontributing structures within the historic district, shall apply in the preservation district.

(3) *Old East Hill preservation zoning districts: OEHR-2, OEHC-1, OEHC-2 and OEHC-3.*

a. *Purpose.* The Old East Hill preservation zoning districts are established to preserve the existing residential and commercial development pattern and distinctive architectural character of the structures within the district. The regulations are intended to preserve, through the restoration of existing buildings and construction of compatible new buildings, the scale of the existing structures and the diversity of original architectural styles.
b. *Character of the district.* The Old East Hill neighborhood was developed over a 50-year period, from 1870 to the 1920's. The architecture of the district is primarily vernacular, but there are also a few properties that display influences of the major architectural styles of the time, such as Craftsman, Mission and Queen Anne styles.
c. *Boundaries and zoning classifications.* The boundaries of the Old East Hill preservation district shall be identified as per a map and legal description, and the zoning classifications of properties within the district shall be identified as per a map, filed in the office of the city clerk.
d. *Uses permitted.*

    1. *OEHR-2, residential/office district.*

        i. Single-family detached dwellings.
        ii. Single-family attached (townhouse or quadraplex type construction) and detached zero-lot-line dwellings. Development must comply with the minimum standards established for the R-ZL zoning district in section 12-3-5(1).
        iii. Two-family attached dwellings (duplex).
        iv. Multiple-family attached dwellings (three or more dwelling units).
        v. Community residential homes licensed by the state department of health and rehabilitative services with seven to 14 residents providing that it is not to be located within 1,200 feet of another such home in a multifamily district, and that the home is not within 500 feet of a single-family zoning district. If it is proposed to be within 1,200 feet of another such home in a multifamily district and/or within 500 feet of a single-family zoning district it shall be permitted with city council approval after public notification of property owners in a 500-foot radius
        vi. Home occupations subject to regulations in subsection (1)c.1.iv of this section.
        vii. Bed and breakfast subject to regulations in section 12-3-84.
        viii. Boarding and lodging houses.
        ix. Office buildings.
        x. Studios.
        xi. Municipally owned or operated parks or playgrounds.
        xii. Public schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-3-94.
        xiii. Libraries, community centers and buildings used exclusively by the federal, state, regional, county and city government for public purposes subject to regulations in section 12-3-90.

xiv. Churches, Sunday school buildings and parish houses subject to regulations in section 12-3-86.

xv. Minor structures for the following utilities: unoccupied gas, water and sewer substations or pumpstations, electrical substations and telephone substations subject to regulations in section 12-3-88.

xvi. Accessory structures, buildings and uses customarily incidental to the above uses subject to regulations in section 12-3-55, except that the following shall apply:

(a) Accessory structures shall not exceed one-story in height for a maximum height of 25 feet in order for the accessory structure to match the style, roof pitch, or other design features of the main residential structure.

(b) The wall of an accessory structure shall not be located any closer than six feet to the wall of the main residential structure.

xvii. Family day care homes licensed by the state department of children and family services as defined in state statutes.

2. *OEHC-1, neighborhood commercial district.*

i. Any use permitted in the OEHR-2 district.

ii. Child care facilities subject to regulations in section 12-3-87.

iii. Nursing homes, rest homes, convalescent homes.

iv. Parking lots.

v. The following uses, retail only, with no outside storage or work permitted, except as provided herein:

(a) Food and drugstore.

(b) Personal service shops.

(c) Clothing and fabric stores.

(d) Home furnishing, hardware and appliance stores.

(e) Craft and specialty shops.

(f) Banks.

(g) Bakeries.

(h) Secondhand stores.

(i) Floral shops.

(j) Martial arts studios.

(k) Outdoor sales of trees, shrubs, plants and related landscaping materials as an accessory to indoor retail sales uses permitted by this section, provided that the area is enclosed within a fence attached to the rear or side of the main building, and provided that the outdoor

area does not exceed 20 percent of the total area of the main building.

(l) Restaurants.

(m) Mortuary and funeral parlors.

(n) Pet shops with all uses inside the principal building.

(o) Printing firms.

(p) Business schools.

(q) Upholstery shops.

vi. Conditional uses permitted: animal hospitals, veterinary clinics and pet resorts with fully enclosed kennels and no outside runs. Outside exercise areas permitted only if supervised and limited to five or fewer animals.

3. *OEHC-2, retail commercial district.*

i. Any use permitted in the OEHC-1 district.
ii. Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.
iii. Hospitals, clinics.
iv. Private clubs and lodges, except those operated as commercial enterprises.
v. Electric motor repair and rebuilding.
vi. Appliance repair shop.
vii. Garages for the repair and overhauling of automobiles.
viii. Sign shop.
ix. Photo shop.
x. Plumbing and electrical shop.
xi. Pest extermination services.

4. *OEHC-3, commercial district.*

i. Any use permitted in the OEHC-2 district.
ii. Dive shop.
iii. Fitness center.
iv. Theater, except for drive-in.
v. Taverns, lounges, nightclubs, cocktail bars.

e. *Procedure for review of plans.*

1. *Plan submission.* Every application for a building permit to erect, construct, demolish, renovate or alter an exterior of a building or sign, located or to be located in the Old East Hill preservation district, shall be accompanied with plans as necessary to describe the scope of the proposed work pursuant to subsections (1)d.3 through 5 of this section.
2. *Review and approval.* All such plans shall be subject to review and approval by the architectural review board established in section 12-12-3. The board shall adopt written rules and procedures for abbreviated review

for minor repairs and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review by the entire board; provided, however, such abbreviated review process shall require review by the staff of West Florida Historic Preservation, Inc. If agreement cannot be reached as it pertains to such request for abbreviated review by the board designee and West Florida Historic Preservation, Inc. staff, then the matter will be referred to the entire board for a decision.

3. *Decisions.*

   i. General consideration. The board shall consider plans for existing buildings based on its classification as contributing, non-contributing or modern infill as depicted on the map entitled "Old East Hill Preservation District" adopted herein, and shall review these plans based on regulations described herein for each of these building classifications. In its review of plans for both existing buildings and new construction, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof; materials and textures; plot plans or site layout, including features such as walls, walks, terraces, off-street paved areas, plantings, accessory buildings, signs and other appurtenances; and relation of the building to immediate surroundings and to the district in which it is located or to be located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and exterior site work, and is not restricted to those exteriors visible from a public street or place. The board shall consider requests for design materials, alterations or additions, construction methods or any other elements regulated herein, which do not meet the regulations as established in this subsection, when documentary proof in the form of photographs, property surveys, indication of structural foundations, drawings, descriptive essays and similar evidence can be provided. The board shall not consider interior design or plan. The board shall not exercise any control over land use or construction standards such as are controlled by this chapter.

   ii. Rules governing decisions. Before approving the plans for any proposed building located or to be located in a district, the board shall find:

      (a) In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural or historic value of the building.

      (b) In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value of buildings on adjacent sites or in the immediate vicinity. No plans for new building will be approved if that building will be injurious to the general visual character of the district in which it is to be located considering

visual compatibility standards such as height, proportion, shape, scale, style and materials.

iii. No provision of this section shall be interpreted to prevent the restoration or reconstruction of any historic building or feature (as listed by West Florida Historic Preservation, Inc.) in its original style, dimensions or position on its original structural foundation.

iv. No provision of this section shall be interpreted to require a property owner to make modifications, repairs or improvements to property when the owner does not otherwise intend to make any modifications, repairs or improvements to the property, unless required elsewhere in this Code.

f. *Regulations and guidelines for any development within the Old East Hill preservation district.* These regulations and guidelines are intended to address the design and construction of elements common to any development within the Old East Hill preservation district which requires review and approval by the architectural review board. Regulations and guidelines that relate specifically to new construction and/or structural rehabilitation and repair to existing buildings, applicable to building heights, setbacks, architectural elements and construction types, are established in subsections (3)f through h of this section.

1. *Off-street parking.* Design of, and paving materials for, parking lots, spaces and driveways shall be subject to approval of the architectural review board. For all parking lots, a solid wall, fence or compact hedge not less than three feet high shall be erected along the lot lines when automobiles or parking lots are visible from the street or from an adjacent residential lot.

   i. OEHR-2 district. All nonresidential development shall comply with off-street parking requirements established in chapter 12-4.

   ii. OEHC-1, OEHC-2 and OEHC-3 districts. All nonresidential development shall comply with off-street parking requirements established in chapter 12-4. The required parking may be provided off-site by the owner/developer as specified in section 12-4-1(4).

2. *Landscaping.* Landscape area requirements and landscape requirements for parking lots within the OEHR-2, OEHC-1 and OEHC-2 districts shall comply with regulations established in section 12-6-3 for the R-2, C-1 and C-2 zoning districts.

3. *Signs.* Refer to sections 12-5-2 and 12-5-3 for general sign standards and criteria and for a description of sign area calculations. The location, design and materials of all accessory signs, historical markers and other signs of general public interest shall be subject to the review and approval of the architectural review board. Only the following signs shall be permitted in the Old East Hill preservation district:

   i. *Temporary accessory signs.*

(a) One non-illuminated sign advertising the sale, lease or rental of the lot or building, said sign not exceeding six square feet of area.

(b) One non-illuminated sign not more than 50 square feet in area in connection with new construction work, and displayed only during such time as the actual construction work is in progress.

ii. *Permanent accessory signs.*

(a) North 9th Avenue, Wright Street, Alcaniz Street and Davis Street. For churches, schools, apartment buildings, boarding or lodging houses, libraries, community centers, commercial buildings (including office and retail buildings) or historic sites serving as identification and/or bulletin boards, one freestanding or projecting sign and one attached wall sign or combination of wall signs placed on the front or one side of the building not to exceed 50 square feet in area. The signs may be painted on the building, mounted to the face of the wall of the building, hung from a bracket that is mounted to a wall of a building, hung from other ornamental elements on the building, or may be freestanding. Signs projecting from a building or extending over public property shall maintain a clear height of nine feet, six inches above the public property and shall not exceed a height of 12 feet. Freestanding signs shall not exceed a height of 12 feet.

(b) All other streets in the district. One sign per lot per street frontage for churches, schools, apartment buildings, boarding or lodging houses, libraries, community centers, commercial buildings (including office and retail buildings) or historic sites serving as identification and/or bulletin boards not to exceed 12 square feet in area and eight feet in height; provided, however, that signs projecting from a building or extending over public property shall maintain a clear height of nine feet six inches above the public property and shall not exceed a height of 12 feet six inches. The sign may be mounted to the face of the wall of the building, hung from a bracket that is mounted to a wall of a building, hung from other ornamental elements on the building, or may be freestanding. The sign may be illuminated provided that the source of light is not visible beyond the property line of the lot on which the sign is located.

(c) One non-illuminated nameplate designating the name of the occupant of the property; the nameplate shall not be larger than three square feet and shall be attached to the dwelling. This section shall be applicable to occupants and home occupations.

(d) Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the board.

4. *Fences.* All developments in the Old East Hill preservation zoning districts shall comply with fence regulations as established in section 12-3-63. Fences are subject to approval by the architectural review board. Approved materials will include but not necessarily be limited to wood, brick, stone or wrought iron. No concrete block or barbed wire fences will be permitted. Chain-link fences shall be permitted in side and rear yard only.
5. *Additional regulations.* In addition to the regulations established above in subsections (1)f.1 through 4 of this section, any permitted use within the Old East Hill preservation district where alcoholic beverages are ordinarily sold is subject to the requirements of chapter 7-4.

g. *Restoration, rehabilitation, alterations or additions to existing contributing structures in the Old East Hill preservation district.*

1. The Secretary of the Interior's standards for rehabilitation, codified at 37 CFR 67, and the related guidelines for rehabilitating historic buildings shall form the basis for rehabilitation of existing contributing buildings. The proper building elements should be used in combinations that are appropriate for use together on the same building. Documented building materials, types, styles and construction methods shall be duplicated when making repairs, alterations and/or additions to contributing structures. Any variance from the original materials, styles, etc., shall be approved only if circumstances unique to each project are found to warrant such variances.
2. The regulations established in subsection (3)f of this section, relating to streetscape elements, shall apply to contributing structures. Regulations established in Table 12-3.10 shall apply to alterations and additions to contributing structures.

h. *Renovation, alterations and additions to non-contributing and modern infill structures within the Old East Hill preservation district.*

1. Many of the existing structures within the district do not meet the criteria established for contributing structures, even though they may be similar in style to the historic structures, and some structures are modern in style with no relation to the historic structures. All of these buildings shall be recognized as products of their own time. The regulations established in subsection (3)f of this section, relating to streetscape elements, shall apply to non-contributing and modern infill structures. Regulations established in

Table 12-3.10 shall apply to alterations and additions to existing non-contributing structures.

2. In review of these structures the board may make recommendations as to the use of particular building elements that will improve both the appearance of the individual structure, its relationship with surrounding structures and the overall district character.

i. *Regulations for new construction in the Old East Hill preservation district.* New construction shall be built in a manner that is complementary to the overall character of the district in height, proportion, shape, scale, style and building materials. The regulations established in subsection (3)f of this section, relating to streetscape elements, shall apply to new construction. Table 12-3.10 describes height, area and yard requirements for new construction in the Old East Hill preservation district.

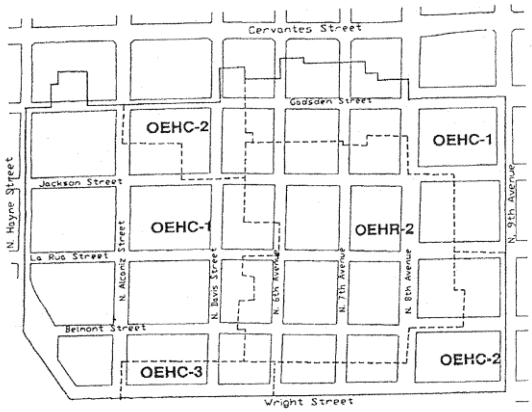
j. *Demolition of structures within the Old East Hill preservation district.* The demolition provisions established in subsections (1)i through k of this section, applicable to contributing and non-contributing structures within the historic district, shall apply in the preservation district.

TABLE 12-3.10. REGULATIONS FOR OLD EAST HILL PRESERVATION ZONING DISTRICTS

Standards	OEHR-2	OEHC-1	OEHC-2	OEHC-3
Minimum Yard Requirement (Minimum Building Setbacks) Front Yard Side Yard Rear Side	*15 feet 5 feet 15 feet	There shall be a 5-foot side yard setback, but no front or rear yard setbacks, unless this chapter requires a larger yard or buffer yard.		None
Minimum Lot Area For Residential Uses				
Single-family Detached Residential Duplex Residential Multifamily Residential	3,500 s.f. 5,000 s.f. 9,000 s.f.	None		
Minimum Lot Width at Street Row Line	30 feet	None		

Minimum Lot Width at Building Setback Line	30 feet	None	
Maximum Lot Coverage	N/A	The maximum combined area of all principal and accessory buildings shall not exceed 50% of the square footage of the lot.	None
Maximum Building Height (except as provided in section 12-3-62)	Residential buildings shall not exceed two stories in height, with a usable attic. No building shall exceed 35 feet in height, except that three feet may be added to the height of the building for each foot the building is set back from the building setback or property lines to a maximum height of 45′ with approval of the architectural review board.		
Minimum Floor Area For Multifamily Developments	600 square feet per dwelling unit		
*Front yard depths in the Old East Hill preservation zoning district shall not be less than the average depths of all of the front yards facing the street on the block, up to the minimum yard requirement; in case there are no other dwellings, the front yard depth shall be no less than the footage noted.			

OLD EAST HILL PRESERVATION DISTRICT



Sec. 12-3-11. Airport land use district.

The regulations in this section shall be applicable to the airport restricted and airport transition zoning districts: ARZ, ATZ-1 and ATZ-2.

(1) Purpose of district. The airport land use district is established for the purpose of regulating land, owned by the Pensacola International Airport or immediately adjacent to the airport, which is considered sensitive due to its relationship to the runways and its location within noise zones "A" and "B" as

defined in chapter 12-10. Land zoned ARZ is owned by the city and allows only open space, recreational or commercial and industrial uses customarily related to airport operations. The areas designated as airport transitional zones are permitted a range of uses.

(2) Uses permitted.

a. ARZ, airport restricted zone (city-owned property).

1. The following three sections of the airport restricted zone are limited to specific uses as defined below:

i. ARZ-1. The parcel of land located north of Summit Boulevard between two airport transition zones (includes the Scott Tennis Center and airport drainage system). Uses within this zone will be limited to those uses described below in subsections (2)a.2 and 3 of this section.

ii. ARZ east of runway 8/26. The parcel of land on the eastern end of runway 8/26, located between Avenida Marina and Gaberonne Subdivision and between Spanish Trail and Scenic Highway. All land within this zone outside of the 15 acres required for clear zone at the eastern end of runway 8/26 will be retained as open space.

iii. ARZ south of runway 17/35. The parcel of land at the southern end of runway 17/35, located north of Heyward Drive and east of Firestone Boulevard. All land within this zone outside of the 28.5 acres required for clear zone at the southern end of runway 17/35 will be retained as open space.

2. Airport, airport terminal, air cargo facilities, and uses customarily related to airport operations and expansions.

3. Golf course, tennis court, driving range, par three course, outdoor recreational facilities, provided that no such uses shall include seating or structures to accommodate more than 100 spectators or occupants.

4. Service establishments such as auto rental and travel agencies, commercial parking lots and garages, automobile service station and similar service facilities.

5. Warehousing and storage facilities.

6. Industrial uses compatible with airport operations.

7. Commercial uses to include hotels, motels, extended stay facilities, pharmacy, restaurant and drive through facilities, banks, office, post secondary education facilities, meeting facilities, dry cleaner, health club, exercise center, martial arts facility, bakery, floral shop, day care/child care facility, medical clinic, doctor and dentist offices, and retail services to include specialty shops and studios; or other similar or compatible uses.

8. Other uses that the city council may deem compatible with airport operations and surrounding land uses pursuant to the city's

comprehensive plan and the airport master plan and as such uses that meet the FAA's requirements for airport activities.

b. ATZ-1, airport transitional zone.

1. Single-family residential, attached or detached, 0—5 units per acre.
2. Home occupations, subject to regulations in section 12-3-57.
3. Offices.
4. Family day care homes licensed by the state department of children and family services as defined in state statutes.
5. Recreational facilities - Not for profit.
6. Conditional uses permitted:
   i. Communications towers in accordance with section 12-3-67.
   ii. Rooftop-mounted antennas in accordance with section 12-3-68.

c. ATZ-2, airport transitional zone.

1. Any use allowed in the ATZ-1;
2. Retail and service commercial;
3. Aviation related facilities; and
4. Conditional uses permitted:
   i. Communications towers in accordance with section 12-3-67.
   ii. Rooftop-mounted antennas in accordance with section 12-3-68.

(3) Review and approval process. All private, nonaviation related development in the ARZ zone and all developments other than single-family residential within approved subdivisions within the ATZ-1 and ATZ-2 zones must comply with the development plan review and approval process as established in section 12-3-120.

(4) Regulations. All development shall comply with applicable height and noise regulations as set forth in chapter 12-10. All development must comply with design standards and is encouraged to follow design guidelines as established in section 12-3-121. All private, nonaviation related development within the ARZ zone and all development within ATZ-1 and ATZ-2 zones must comply with the following regulations:

a. Airport land use restrictions. Notwithstanding any provision to the contrary in this chapter, no use may be made of land or water within any zone established by this chapter in such a manner as to interfere with the operation of an airborne aircraft. The following special requirements shall apply to each permitted use:

1. All lights or illumination used in conjunction with street, parking, signs or use of land structures shall be arranged and operated in such a manner

that is not misleading or dangerous to aircraft operating from a public airport or in the vicinity thereof.

2. No operations of any type shall produce electronic interference with navigation signals or radio communication between the airport and aircraft.
3. No continuous commercial or industrial operations of any type shall produce smoke, glare or other visual hazards, within three statute miles of any usable runway of a public airport, which would limit the use of the airport.
4. Sanitary landfills will be considered as an incompatible use if located within areas established for the airport through the application of the following criteria:
    i. Landfills located within 10,000 feet of any runway used or planned to be used by turbine aircraft.
    ii. Landfills located within 5,000 feet of any runway used only by nonturbine aircraft.
    iii. Landfills outside the above perimeters but within conical surfaces described by FAR Part 77 and applied to an airport will be reviewed on a case-by-case basis.
    iv. Any landfill located and constructed in a manner that attracts or sustains hazardous bird movements from feeding, water, or roosting areas into, or across, the runways or approach and departure patterns of aircraft. The landfill operator must incorporate bird management techniques or other practices to minimize bird hazards to airborne aircraft.
5. Obstruction lighting. Notwithstanding any provisions of section 12-10-2, the owner of any structure over 150 feet above ground level shall install lighting on such structure in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto. Additionally, the high-intensity white obstruction lights shall be installed on a high structure that exceeds 749 feet above mean sea level. The high-intensity white obstruction lights must be in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto.
6. Noise zones. The noise zones based on the Pensacola International Airport FAR Part 150 Study adopted in 1990 and contained in section 12-10-3 shall establish standards for construction materials for sound level reduction with respect to exterior noise resulting from the legal and normal operations at the Pensacola International Airport. It also establishes permitted land uses and construction materials in these noise zones.
7. Variances. Any person desiring to erect or increase the height of any structures, or use his or her property not in accordance with the

regulations prescribed in this chapter, may apply to the zoning board of adjustment for a variance from such regulations. No application for variance to the requirements of this part may be considered by the zoning board of adjustment unless a copy of the application has been furnished to the building official and the airport manager.

8. Hazard marking and lighting. Any permit or variance granted shall require the owner to mark and light the structure in accordance with FAA Advisory Circular 70/7460-1 or subsequent revisions. The permit may be conditioned to permit the county or the city at its own expense, to install, operate and maintain such markers and lights as may be necessary to indicate to pilots the presence of an airspace hazard if special conditions so warrant.
9. Nonconforming uses.
    i. The regulations prescribed by this subsection shall not be construed to require the removal, lowering or other changes or alteration of any existing structure not conforming to the regulations as of the effective date of this chapter. Nothing herein contained shall require any change in the construction or alteration of which was begun prior to the effective date of this chapter, and is diligently prosecuted and completed within two years thereof.
    ii. Before any nonconforming structure may be replaced, substantially altered, repaired or rebuilt, a permit must be secured from the building official or his or her duly appointed designee. No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming structure to become a greater hazard to air navigation than it was as of the effective date of this chapter. Whenever the building official determines that a nonconforming use or nonconforming structure has been abandoned or that the cost of repair, reconstruction, or restoration exceeds the value of the structure, no permit shall be granted that would allow said structure to be repaired, reconstructed, or restored except by a conforming structure.
10. Administration and enforcement. It shall be the duty of the building official, or his or her duly appointed designee, to administer and enforce the regulations prescribed herein within the territorial limits over which the city has jurisdiction. Prior to the issuance or denial of a tall structure permit by the building official, the Federal Aviation Administration must review the proposed structure plans and issue a determination of hazard/no hazard. In the event that the building official finds any violation of the regulations contained herein, he or she shall give written notice to the person responsible for such violation. Such notice shall indicate the nature of the violation and the necessary action to correct or abate the violation.

b. Minimum lot size and yard requirements/lot coverage. There are no minimum requirements for lot size or yards, except that the development plan shall take

into consideration the general development character of adjacent land uses. The maximum combined area occupied by all principal and accessory buildings shall be 50 percent.

c. Maximum height of structures. For the ATZ-1 and ATZ-2 zoning districts the maximum height for residential structures is 35 feet and for office, commercial or aviation-related facilities, is 45 feet. Communications towers and rooftop-mounted antennas may be permitted within the ATZ-1 and ATZ-2 districts upon conditional use permit approval in accordance with section 12-3-108. Provided, however, that no structure shall exceed height limitations established in section 12-10-2(a).

d. Additional regulations. In addition to the regulations established above all development must comply with the following regulations:

1. Supplementary district regulations. (Refer to sections 12-3-55 through 12-3-69.)
2. Signs. (Refer to chapter 12-5.)
3. Tree/landscape. (Refer to chapter 12-6.)
4. Subdivision. (Refer to chapter 12-7.)
5. Stormwater management, and control of erosion, sedimentation and runoff. (Refer to chapter 12-8.)

SECTION 3. Sections 12-3-12 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-3-12. - Redevelopment land use district.

The regulations in this section shall be applicable to the gateway and waterfront redevelopment zoning districts: GRD and WRD.

(1) *GRD, Gateway Redevelopment District.*

a. *Purpose of district.* The gateway redevelopment district is established to promote the orderly redevelopment of the southern gateway to the city in order to enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety, and encourage a high quality of site planning and architectural design. Site specific analysis of each development proposal within the gateway district is intended to ensure that the scenic orientation and open space image of the Bayfront Parkway is maintained, the development character of the Chase-Gregory corridor is upgraded, and the boundary of the adjacent historic district is positively reinforced.

b. *Uses permitted.*

1. Single-family residential (attached or detached) at a maximum density of 17.4 units per acre. Multifamily residential at a maximum density of 100 dwelling units per acre.
2. Home occupations, subject to regulations in section 12-3-13.
3. Offices.

4. Adult entertainment establishments subject to the requirements of chapter 7-3 when located within the dense business area as defined in chapter 12-13, Definitions.
5. All commercial uses permitted in the C-2A zone, with no outside storage or repair work allowed, with the exception:

    i. Mortuaries and funeral parlors.
    ii. Appliance and repair shops.
    iii. Public parking lots and parking garages.
    iv. New car lots or used car lots.
    v. Public utility plants, transmission and generating stations, including radio and television broadcasting stations.
    vi. Car or truck rental agencies or storage facilities.

6. Family day care homes licensed by the state department of children and family services as defined in state statutes.

c. *Procedure for review of plans.*

1. *Plan submission.* All development plans must comply with development plan requirements set forth in section 12-3-120(c) and (d), and design standards and guidelines established in section 12-3-121. Every application for a new certificate of occupancy or a building permit to erect, construct, demolish, renovate or alter a building or sign, or exterior site work (i.e., paving and landscaping of off-street parking areas), located or to be located in the gateway redevelopment district shall be accompanied with drawings or sketches with sufficient detail to show, as far as they relate to exterior appearances, the architectural design of the building, sign, or exterior work (both before and after the proposed work is done in cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plot plan or site layout including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances.
2. *Review and approval.* All plans shall be subject to the review and approval of the planning board established in chapter 12-12. At the time of review the board may require that any aspect of the overall site plan which does not meet the standards established in this section be incorporated and brought into compliance within a time limit approved by the board.
3. *Abbreviated review.* Sign requests, paint colors, fencing, and emergency repairs that are consistent with the regulations and guidelines set forth in this section, may be approved by letter to the building official from the planning board secretary and the chairperson of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairperson, then the matter will be referred to the board for a decision.
4. *Final development plan.* If the planning board approves a preliminary development plan, the owner shall submit a final development plan in

accordance with the procedure set forth below within six months of the date of approval of the preliminary plan of development. For good cause shown, the planning board may, in its discretion, extend the time within which to file the final development plan for successive periods, the total of which shall not be more than an additional six months. The final development plan shall be in basic conformity with the preliminary plan of development and comply with the other provisions of section 12-3-120 pertaining to the final development plan. If the applicant submits a final development plan that conforms to all the conditions and provisions of this chapter, then the planning board shall conclude its consideration at its next regularly scheduled meeting.

d. *Regulations.* Except where specific approval is granted by the planning board for a variance due to unique and peculiar circumstances or needs resulting from the use, size, configuration or location of a site, requiring the modification of the regulations set forth below the regulations shall be as follows:

1. Signs. Refer to sections 12-5-2 and 12-5-3 for general sign regulations and for a description of sign area calculations. In addition, the following regulations shall be applicable to signs only in the gateway redevelopment district:

i. *Number of signs.* Each parcel under single ownership shall be limited to one sign per street adjacent to the parcel; provided, however, if there exists more than one establishment on the parcel, there may be one attached sign per establishment.

ii. *Signs* extending over public property. Signs extending over public property shall maintain a clear height of nine feet above the sidewalk and no part of such signs shall be closer than 18 inches to the vertical plane of the curb line or edge of pavement.

iii. *Permitted signs.*

(a) Gregory, Chase and Alcaniz Streets, 9th Avenue.

(1) *Attached signs.*

a. *Height.* No sign may extend above the roof line of the building to which it is attached. For purposes of this section roof surfaces constructed at an angle of 75 degrees or more from horizontal shall be regarded as wall space.

b. *Size.* Ten percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed 50 square feet.

(2) *Freestanding signs.*

a. Maximum sign height—20 feet.

b. Maximum area for sign face—50 square feet.

(b) Bayfront Parkway.

(1) *Attached signs.*

a. *Height.* No sign shall extend above the roof line of a building to which it is attached.

b. *Size.* Ten percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed 50 square feet.

(2) *Freestanding signs.*

Distance from Curb (Feet)	Maximum Area Sign Face (Square Feet)	Maximum Sign Height (Feet)
10	20	5
20	35	7
30	50	9

(c) All other streets and areas within the gateway redevelopment district:

(1) *Attached signs.*

a. *Height.* No sign shall extend above the main roof line of a building to which it is attached.

b. *Size.* Ten percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed 25 square feet.

(2) *Freestanding signs.*

Distance from Curb (Feet)	Maximum Area Sign Face (Square Feet)	Maximum Sign Height (Feet)
10	20	5
20	35	7
30	50	9

iv. *Other permitted signs.*

(a) Signs shall not exceed three square feet in size.

(b) Official traffic signs or signals, informational signs erected by a government agency and temporary signs indicating danger.

v. *Submission and review of sign plans.* It shall be the responsibility of the contractor or owner requesting a sign permit to furnish two plans of sign drawn to scale, including sign face area calculations, wind load calculations and construction materials to be used.

vi. *Review of sign plans.* All permanent signs within the gateway redevelopment district shall be reviewed as follows:

(a) The contractor or owner shall submit sign plans for the proposed sign as required herein. The planning services department shall review the sign based on the requirements set forth in this section and the guidelines set forth in subsection (1)e.2.vii of this section and forward a recommendation to the planning board.

(b) The planning board shall review the planning staff recommendation concerning the sign and approve, or disapprove, the sign, it shall give the owner written reasons for such action.

(c) The owner shall have the right to appeal an adverse decision of the planning board to the city council within 30 days of the decision of the planning board.

vii. *Prohibited signs.* Refer to section 12-5-7 for prohibited signs. In addition the following signs are prohibited within the gateway redevelopment district:

(a) Portable signs are prohibited except as permitted in section 12-5-6(5).

(b) Signs that are abandoned or create a safety hazard are not permitted. Abandoned signs are those advertising a business that becomes vacant and is unoccupied for a period of 90 days or more.

(c) Signs that are not securely fixed on a permanent foundation are prohibited.

(d) Signs that are not consistent with the standards of this section are not permitted.

viii. *Temporary signs.* Only the following temporary signs shall be permitted in the gateway redevelopment district:

(a) Temporary banners indicating that a noncommercial special event, such as a fair, carnival, festival or similar happening, is to take place, are permitted with the following conditions:

(1) Such signs may be erected no sooner than two weeks before the event.

(2) Such signs must be removed no later than three days after the event.

(3) Banners extending over street rights-of-way require approval from the mayor.

(b) One non-illuminated sign per street frontage advertising the sale, lease or rental of the lot or building upon which the sign is located. Such sign shall not exceed 12 square feet in size, and shall be removed immediately after occupancy.

(c) One non-illuminated sign not more than 50 square feet in area in connection with the new construction work and displayed only during such time as the actual construction work is in progress.

(d) Temporary signs permitted in section 12-5-6(8).

ix. *Nonconforming signs.*

(a) *Compliance period.* All existing signs that do not conform to the requirements of this section shall be made to comply by April 24, 1991. Provided, however, existing portable signs must be removed immediately.

(b) *Removal of nonconforming signs.* The building official shall notify the owner of a nonconforming sign in writing of compliance period specified above. Nonconforming signs shall either be removed or brought up to the requirements stated herein within the period of time prescribed in the compliance schedule. Thereafter, the owner of such sign shall have 30 days to comply with the order to remove the nonconforming sign, or bring it into compliance. Upon expiration of the 30-day period, if no action has been taken by the owner, he or she shall be deemed to be in violation of this section and the building official may take lawful enforcement action.

2. Off-street parking. The following off-street parking requirements shall apply to all lots, parcels or tracts in the gateway redevelopment district:

i. Off-street parking requirements in the district shall be based on the requirements set forth in chapter 12-4. The required parking may be provided off-site by the owner/developer as specified in section 12-4-1(4).

ii. Off-street parking and service areas are prohibited within the Bayfront Parkway setback described in subsection (1)d.3 of this section, unless these requirements cannot be met anywhere else on the site due to its size or configuration.

iii. Screening. Screening shall be provided along the edges of all parking areas visible from street rights-of-way. The screening may take the form of:

A solid wall or fence (chain-link fences are prohibited) with a minimum height of four feet that is compatible in design and materials with on-site architecture and nearby development; or an

earth berm approximately three feet in height that is landscaped to provide screening effective within three years; or a combination of walls or fences and landscape screening; or landscape screening designed to provide positive screening within three years.

3. Street setback. The following building setbacks shall apply to the district:
    i. Bayfront Parkway setback/height requirements. All buildings located adjacent to the Bayfront Parkway shall be set back a minimum of 50 feet from the northern parkway right-of-way line. At this minimum setback, building height may not exceed 50 feet. Above 50 feet in height, an additional one-foot setback shall be required for each additional two feet in building height. This setback is intended as a landscaped buffer zone that preserves the open space character of the parkway.
    ii. Gregory, Alcaniz and Chase Streets, 9th Avenue. Ten feet from the right-of-way line.
    iii. All other streets. Five feet from the right-of-way line.
4. Street frontage. Every lot, tract, or parcel of land utilized for any purpose permitted in this district shall have a street frontage of not less than 50 feet. Any lot of record on the effective date of this title which is less than 50 feet may be used as a site for only one establishment listed as a permitted use in subsection (1)b of this section.
5. Building height. No building shall exceed a maximum height of 100 feet.
6. Vehicular access. Access to the following streets shall be limited as follows:
    i. Bayfront Parkway. No access shall be permitted from the parkway unless no other means exist for ingress and egress from the site.
    ii. Gregory Street, Chase Street, Alcaniz Street, 9th Avenue and 14th Avenue. For each lot, tract, or parcel under single ownership, the maximum number of access points shall not exceed two per street footage if driveway spacing standards can be met pursuant to section 12-3-121(c)(2).
7. Landscaping. Landscaping requirements in the gateway redevelopment district shall be based on applicable requirements of chapter 12-6. All service areas (i.e., trash collection containers, compactors, loading docks) shall be screened from street and adjacent buildings by one of the following techniques:
    i. Fence or wall, six feet high;
    ii. Vegetation, six feet high (within three years);
    iii. A combination of the above.
8. Underground utility services. All new building construction or additions of floor area to existing structures along Bayfront Parkway, Chase Street,

Gregory Street, 9th Avenue and all property fronting Salamanca Street, shall be required to install underground utilities.

9. Lot coverage. The total coverage of all development sites within the gateway redevelopment district, including all structures, parking areas, driveways and all other impervious surfaces, shall not exceed 75 percent.
10. Sidewalks. Developers of new construction or redevelopment projects shall repair, reconstruct, or construct new sidewalks on all sides of property fronting on a street.
11. Consideration of floodprone areas. Portions of the district are within the 100-year floodplain. Site planning shall consider the special needs of floodprone areas.
12. Storm drainage. Adequate storm drainage must be provided to prevent flooding or erosion. The surface drainage after development should not exceed the surface drainage before development. Flexibility in this guideline shall be considered by the city engineer based on capacity of nearby off-site stormwater drainage systems, the surrounding topography and the natural drainage pattern of the area.
13. All mechanical equipment, satellite dishes and other similar equipment should be completely screened by the architecture of the structure, or fences, walls, or vegetation.
14. Exemptions. All detached single-family and duplex residential development proposals are exempt from the provisions of this section and shall be developed in accordance with R-1A regulations set forth in section 12-3-4(5), with the exception of the height requirements.

e. *Development guidelines.* The gateway redevelopment district is characterized by a variety of architectural styles with no common theme. The intent of these guidelines is to reduce the level of contrast between buildings and to create a more compatible appearance in architectural design, scale, materials and colors. All development within the gateway redevelopment district is encouraged to follow design guidelines as established in section 12-3-121(d). In addition, the following site planning guidelines shall be used by the planning board in the review and approval of all development plans:

    1. *Site planning.* The integration of site features such as building arrangement, landscaping and parking lot layout is critical in producing a pleasant and functional living or working environment. In reviewing development proposals, the following guidelines shall be taken into consideration.

        i. *Maximum preservation of bay views.* Considering the bayfront location within the district, the placement of buildings, signs, service areas, parking and landscaping shall be planned to maximize the preservation of views of the bay and to protect the bayfront's scenic open space character. To prevent the effect of a "wall" of development along the inland edge of the parkway, the long axis of all buildings located on the corridor should be oriented parallel to the inland street grid, rather than parallel to the parkway itself. The preservation of ample open space

between buildings, and the creation of a campus-like development pattern, are encouraged especially in the bayfront area. In addition, site planning throughout the district should recognize existing topographical variations and maximize this variation to maintain bay views.

ii. *Development coordination.* The preservation of bay views and the creation of a campus character development pattern cannot be achieved through the site planning of any single development; all development efforts within the district must be coordinated to achieve these objectives.

iii. *Off-street parking and service.* Off-street parking shall be discouraged within all street setbacks. Where possible, any service areas (i.e. trash collection, loading docks) shall be located to be screened by the building itself; otherwise, walls, fences, landscaping and earth berms shall be used to achieve effective screening.

2. *Architectural design and building elements.*

i. Buildings or structures that are part of a present or future group or complex shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole.

ii. Buildings or structures located along strips of land or on single sites and not a part of a unified multibuilding complex shall strive to achieve visual harmony with the surroundings. It is not to be inferred that buildings must look alike or be of the same style to be compatible with the intent of the district. Compatibility can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials and use of color.

iii. Materials such as metal and plastic shall be discouraged on exterior surfaces of buildings.

iv. Severe or angular roof lines that exceed a pitch of 12-12 (45-degree angle) are discouraged. Exceptions to this guideline (i.e., churches) shall be considered on a case-by-case basis.

v. Bright colors and intensely contrasting color schemes are discouraged within the district.

vi. Proposed development adjacent to the historic district should give special consideration to visual compatibility in scale and architectural design in order to positively reinforce the character of the historic area and provide a buffer and transition.

vii. The following guidelines concerning design, materials, lighting, landscaping, and positioning of permitted signs shall be considered:

(a) Design/materials. The architectural character of the building to which the sign relates should be reflected in the lettering of the sign, the materials used for the supporting structure and the sign face.

(b) Lighting. Indirect and internal lighting is encouraged. Neon and exposed fluorescent lighting is not encouraged.

(c) Landscaping. The landscaping and positioning of the sign should compliment the overall site plan and landscaping of the development.

f. *Maintenance standards.* The following maintenance standards shall be applied to all structures and land parcels respectively, whether occupied or vacant within the gateway redevelopment district, subject to review and approval by the planning board. Properties that do not conform to the maintenance standards described in subsections (1)f.1 through 7 of this section shall be made to comply as required by the city inspections office based on regular inspections or complaints.

1. *Building fronts, rears, and sides abutting streets and public areas.* Rotten or weakened portions shall be removed, repaired or replaced.
2. *Windows.* All windows must be tight-fitting. All broken and missing windows shall be replaced with new glass.
3. *Show windows and storefronts.* All damaged, sagging or otherwise deteriorated storefronts, show windows or entrances shall be repaired or replaced.
4. *Exterior walls.*

   i. Existing miscellaneous elements on the building walls, such as empty electrical conduit, unused signs and/or sign brackets, etc., shall be removed.
   ii. Sheet metal gutters, downspouts and copings shall be repaired or replaced as necessary and shall be neatly located and securely installed.
   iii. All exterior finishes and appurtenances such as paint, awnings, etc., shall be kept in a state of repair.

5. *Roofs.*

   i. All auxiliary structures on the roofs shall be kept clean, repaired or replaced.
   ii. Roofs shall be cleaned and kept free of trash, debris or any other elements that are not a permanent part of the building.

6. *Front, rear, and side yards, parking areas and vacant parcels.*

   i. When a front, rear or side yard, parking area or vacant parcel exists or is created through demolition, the owner may utilize the space in accordance with the provisions of the zoning district; provided, however, that the site shall be properly maintained free of weeds, litter, and garbage.
   ii. Any landscaping that was installed to comply with regulations of this subsection must be maintained.

7. *Walls, fences, signs.* Walls, fences, signs and other accessory structures shall be repaired and maintained.

(2) *GRD-1, Gateway redevelopment district, Aragon redevelopment area.*

a. *Purpose of district.* The gateway redevelopment district, Aragon redevelopment area is established to promote the orderly development of the southern gateway to the city in order to enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety, and encourage a high quality of site planning and architectural design. Site specific analysis of development proposed within the district is intended to ensure that the scenic orientation and open space image of the Bayfront Parkway is maintained and the boundary of the adjacent historic district is positively reinforced. Zoning regulations are intended to ensure that future development is compatible with and enhances the pedestrian scale of the existing structures and period architectural character of the adjacent historic district.

b. *Urban character of the district.* The Aragon redevelopment area is characterized by integration of houses, shops, and work places. Mixed land use is encouraged by allowing home occupations and first floor work spaces with apartments and townhouses above. The historic district is the basis for district architectural guidelines, which reflect the scale and lot sizes, and the list of permitted uses is similar to those uses permitted in the historic district to the south.

c. *Uses permitted.*

1. *GRD-1, residential uses.*

i. Single-family and multifamily residential (attached or detached) at a maximum overall density of 17.4 units per acre.
ii. Bed and breakfast (subject to section 12-3-84).
iii. Home occupations allowing: not more than 60 percent of the floor area of the total buildings on the lot to be used for a home occupation; retail sales shall be allowed limited to uses listed as conditional uses in subsection (2)c.3.i of this section; two nonfamily members as employees in the home occupation; and a sign for the business not to exceed three square feet shall be allowed.
iv. Community residential homes licensed by the state department of children and family services with six or fewer residents providing that it is not to be located within 1,000 feet of another such home. If it is proposed to be within 1,000 feet of another such home, measured from property line to property line, it shall be permitted with city council approval after public notification of property owners in a 500-foot radius.
v. Limited office space allowed only with residential use occupying a minimum of 50 percent of total building square footage of principal and outbuildings.
vi. Family day care homes licensed by the state department of children and family services as defined in state statutes.

2. *GRD-1, public uses.*

    i. Meeting hall, U.S. Post Office pavilion, buildings used for community purposes, not to exceed 5,000 square feet.
    ii. Publicly owned or operated parks and playgrounds.
    iii. Churches, Sunday school buildings and parish houses.

3. *GRD-1, commercial uses.*

    i. The following uses limited to a maximum area of 5,000 square feet:

        (a) Antique shops.

        (b) Art galleries.

        (c) Bakeries whose products are sold at retail and only on the premises.

        (d) Banks (except drive-through).

        (e) Barbershops and beauty shops.

        (f) Child care facilities (subject to section 12-3-87).

        (g) Health clubs, spas, and exercise centers.

        (h) Jewelers.

        (i) Laundry and dry-cleaning pick-up stations.

        (j) Office buildings.

        (k) Restaurants (except drive-ins).

        (l) Retail sales and services.

        (m) Retail food and drugstore.

        (n) Specialty shops.

        (o) Studios.

4. *GRD-1, miscellaneous uses.*

    i. Outbuildings and uses can include:

        (a) Garage apartments.

        (b) Carriage houses.

        (c) Studios.

        (d) Granny flats.

        (e) Storage buildings.

        (f) Garages.

        (g) Swimming pools.

        (h) Hot tubs.

        (i) Offices.

Refer to Aragon Urban Regulations in Aragon Design Code for maximum impervious surface per lot type.

ii. Minor structures for utilities (gas, water, sewer, electric, telephone).

d. *Procedure for review.*

1. *Review and approval by the planning board.* All activities regulated by this subsection, including preliminary and final site plan review, shall be subject to review and approval by the planning board as established in section 12-12-2. Abbreviated review for paint colors, minor repairs and minor deviations in projects already approved by the board shall be in accordance with section 12-12-2(11). If agreement cannot be reached as it pertains to such request for abbreviated review by the board secretary and chairperson then the matter will be referred to the planning board for a decision.
2. *Decisions.*

i. *General consideration.* The board shall consider plans for buildings based on regulations described herein. In their review of plans for new construction, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof; materials, textures and colors; plot plans or site layout, including features such as walls, walks, terraces, off-street paved areas, plantings, accessory buildings, signs and other appurtenances; and relation of the building to the immediate surroundings and to the district in which it is located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and exterior site work, including painting, and is not restricted to those exteriors visible from a public street or place.

ii. *Rules governing decisions.* Before approving the plans for any proposed building located or to be located in a district, the board shall find:

(a) In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value of buildings in the immediate vicinity. No plans for new building will be approved if that building will be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, scale, style, materials and colors.

(b) In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural value of the building.

3. *Plan submission.* Every activity that requires plans in order to erect, construct, demolish, renovate or alter an exterior of a building, sign or exterior site work, located or to be located in the GRD-1 district shall be

accompanied with drawings or sketches. All drawings must be drawn to scale and be legible. The minimum size scale for site plans is 1" = 20'0"; the minimum scale for floor plans is 1/8" = 1'0"; and the minimum scale for exterior elevations is 1/8" = 1'0". The scale for other items, such as signs and details, shall be as large as necessary to fully define the detail of those items. Major projects with very large buildings may vary from the scale referenced above for ease of presentation.

i. *Site plan.*

(a) Indicate overall property dimensions and building size, and building setback line and building frontage zone.

(b) Indicate relationship of adjacent buildings, if any.

(c) Indicate layout of all driveways and parking on the site including materials.

(d) Indicate all fences, including materials, dimensions, architectural elements and color, and signs, with dimensions as required to show exact locations.

(e) Indicate existing trees and existing and new landscaping.

ii. *Floor plan.*

(a) Indicate locations and sizes of all exterior doors and windows.

(b) Indicate all porches, steps, ramps and handrails.

(c) For renovations or additions to existing buildings, indicate all existing conditions and features as well as the revised conditions and features and the relationship of both.

iii. *Exterior elevations.*

(a) Indicate all four elevations of the exterior of the building.

(b) Indicate the relationship of this project to adjacent structures, if any.

(c) Indicate exposed foundation walls, including the type of material, screening, dimensions, and architectural elements.

(d) Indicate exterior wall materials, including type of materials, dimensions, architectural elements and color.

(e) Indicate exterior windows and doors, including type, style, dimensions, materials, architectural elements, trim, and colors.

(f) Indicate all porches, including ceilings, steps, and ramps, including type of materials, dimensions, architectural elements and color.

(g) Indicate all porch, stair, and ramp railings, including type of material, dimensions, architectural elements, trim, and color.

(h) Indicate roofs, including type of material, dimensions, architectural elements, associated trims and flashing, and color.

(i) Indicate all signs, whether they are building-mounted or freestanding, including material, style, architectural elements, size and type of letters, and color. The signs must be drawn to scale in accurate relationship to the building and the site.

iv. *Miscellaneous.*

(a) Show enlarged details of any special features of either the building or the site that cannot be clearly depicted in any of the above-referenced drawings.

4. *Submission of photographs.*

i. Provide photographs of the site for the proposed new construction in sufficient quantity to indicate all existing site features, such as trees, fences, sidewalks, driveways, and topography.

ii Provide photographs of the adjoining "street scape," including adjacent buildings to indicate the relationship of the new construction to these adjacent properties.

5. *Submission of descriptive product literature/brochures.*

i. Provide samples, photographs, or detailed, legible product literature on all windows, doors and shutters proposed for use in the project. The information must be sufficiently detailed to show style, dimensions, detailing, material type, and color.

ii. Provide descriptive literature, samples, or photographs showing specific detailed information about signs and letters, if necessary, to augment or clarify information shown on the drawings. The information must be sufficiently detailed to show style, dimensions, detailing, material type, and color.

iii. Provide samples or descriptive literature on roofing material and type to augment the information on the drawings. The information must indicate dimensions, details, material, color and style.

iv. Provide samples or literature on any exterior light fixtures or other exterior ornamental features, such as wrought iron, railings, columns, posts, balusters, and newels. Indicate size, style, material, detailing and color.

e. *Regulations for any development within the GRD-1 zoning district.* These regulations are intended to address the design and construction of elements common to any development within the GRD-1 zoning district which requires review and approval by the planning board. Regulations and standards that relate specifically to new construction and/or structural rehabilitation and repairs to existing buildings, applicable to building heights, setbacks, architectural elements and construction types, are established below. The Aragon Design Code describes the building types and architectural styles that are considered to be compatible with the intent of the GRD-1 regulations. This definition of styles should be consulted to ensure that the proper elements are used in combination in lieu of combining elements that are not appropriate for use together on the same building. Amendments to the Aragon Design Code may be made by the city council following a recommendation of the planning board and a public hearing before the city council, without necessity for amending this chapter.

1. *Building height limit.* No building shall exceed the following height limits: Type I Townhouses and Type III Park Houses shall not exceed 55 feet or 3½ stories. Type II Cottages, Type IV Sideyard House, Type V Small Cottage, and Type VI Row House shall not exceed 45 feet or 2½ stories. No outbuilding shall exceed 35 feet or 2½ stories. Refer to Aragon Design Code.
2. *Landscaping.*
    i. Landscaping requirements in the GRD-1 district shall be based on Aragon Design Code.
    ii. All service areas (i.e., dumpsters or trash handling areas, service entrances or utility facilities, loading docks or space) must be screened from adjoining property and from public view by one of the following:
        (a) Fence or wall, six feet high;
        (b) Vegetation, six feet high (within three years);
        (c) A combination of the above.
3. *Protection of trees.* It is the intent of this section to recognize the contribution of shade trees and certain flowering trees to the overall character of the Aragon redevelopment area and to ensure the preservation of such trees as described below:
    i. Any of the following species having a minimum trunk diameter of eight inches (25.1 inches in circumference) at a height of one foot above grade: Live Oak and Water Oak; Magnolia having a minimum trunk diameter of six inches (18.8 inches in circumference) at a height of one foot above grade; and
    ii. Any of the following flowering trees with a minimum trunk diameter of four inches (12.55 inches in circumference) at a height of one foot above grade: Redbud, Dogwood, and Crape Myrtle.

No person, organization, society, association or corporation, or any agent or representative thereof, directly or indirectly, shall cut down, destroy, undertake tree removal, or effectively destroy through damaging, any specimen or flowering tree, whether it be on private property or right-of-way within the GRD-1 district, without first having obtained a permit from the city to do so. Refer to section 12-6-7 for tree removal permit application procedures and guidelines.

4. *Fences.*

   i. Original fences in the older sections of the city were constructed of wood with a paint finish in many varying ornamental designs, or may have been constructed of brick or wrought iron. The style of the fence and the materials used typically related directly to the style and type of materials used for the building on the property. Refer to Aragon Design Code for required types of fences at different locations.

   ii. On every corner lot on both public and private streets intersecting 9th Avenue a sight triangle described by the intersection of the projection of the outer curb (next to the driving lane) lines extended, and a line joining the points on those lines 30 feet from said intersection shall be clear of any structure, solid waste container, parked vehicles, including recreational vehicles, or planting of such nature and dimension as to obstruct lateral vision, provided that this requirement shall generally not apply to tree trunks trimmed of foliage to eight feet, and newly planted material with immature crown development allowing visibility, or a post, column, or similar structure that is no greater than one foot in cross-section diameter. Lateral vision shall be maintained between a height of three feet and eight feet above grade. All other streets and intersections within the GRD-1 district shall be exempt from the requirements of section 12-3-58, Required Visibility Triangle. In addition the following provisions apply:

      (a) Chain-link, exposed masonry block and barbed wire are prohibited fence materials in the GRD-1 district. Approved materials will include but not necessarily be limited to wood, brick, stone (base only) and wrought iron, or stucco. Materials can be used in combination.

      (b) All wood or wrought iron fences shall be painted if the principal building is painted. Wood fences shall be constructed utilizing one of a variety of designs, especially a design that will reflect details similar to those on the building. It is recommended that the use of wrought iron or brick fences be constructed in conjunction with buildings that use masonry materials in their construction or at locations requiring them. "Dog ear pickets" are not acceptable. Refer to Architectural Standards in Aragon Design Code.

(c) Fences in the required front yard will be no higher than four feet and six feet, six inches in the side and rear yards. On corner lots, fences constructed within the required street side yard shall not exceed four feet in height if the fence would obstruct the visibility from an adjacent residential driveway. Otherwise fences within the required street side yard may be built to a maximum of six feet, six inches.

5. *Signage.*

i. Informational signs. All informational signs, even if erected on private property, are subject to regulations contained in this section.

ii. Commercial signs. It is the intent of the Aragon redevelopment area to recapture the turn-of-the century feeling of commerce in Aragon's core neighborhood. To this end, special consideration will be given to a variety of painted signs on brick and stucco walls, building cornices, canopies and awnings, even on sidewalks and curbs.

iii. Sign style shall be complementary to the style of the building on the property. In the older sections of the city the support structure and trim work on a sign was typically ornamental, as well as functional.

Refer to sections 12-5-2 and 12-5-3 for general sign standards and criteria and for a description of sign area calculations. In addition to the prohibited signs listed below, all signs listed in section 12-5-7 are prohibited within the GRD-1 district. The design, color scheme and materials of all signs shall be subject to approval by the planning board. Only the following signs shall be permitted in the GRD-1 district:

(a) Permitted signs.

(1) Temporary accessory signs.

a. One non-illuminated sign advertising the sale, lease, or rental of the lot or building, said sign not exceeding two square feet in area.

b. One non-illuminated sign per street frontage, not more than 32 square feet in area in connection with new construction work related to Aragon's development, community sites, parks, or Privateer's Alley.

(2) Permanent accessory signs.

a. Each mixed-use or commercial property shall be limited to one sign per lot for Type II through VI. The sign may be placed on the street side or alley frontage. Type I shall be limited to one sign per street and one for alley frontage. The sign may be projected from the building, a wall-

mounted sign, or a painted sign. Signs projecting from a building or extending over public property shall maintain a clear height of nine feet six inches above the public property and shall not extend above the roof line on which it is attached. The sign may be mounted to or painted on the face of a wall of the building, hung from a bracket that is mounted to a wall of a building, or hung from other ornamental elements on the building. Attached or wall signs may be placed on the front or one side of the building. The sign may be illuminated provided the source of light is not visible beyond the property line of the lot on which the sign is located.

b. Advertising display area.

1. GRD-1, Type II through Type VI residential home occupation and mixed-use lots are not to exceed ten square feet.

2. GRD-1, Type I commercial lots are not to exceed 35 square feet per street front.

3. A combination of two attached wall signs may be used, but shall not exceed a total of 35 square feet.

4. If fronting an alley the size shall not exceed 12 square feet.

c. One non-illuminated nameplate designating the name of the occupant of the property; the nameplate shall not be larger than three square feet and shall be attached flat against the wall of the building.

d. Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the mayor and board.

(b) Prohibited signs.

(1) Any sign using plastic materials for lettering or background.

(2) Internally illuminated signs.

(3) Portable signs.

(4) Nonaccessory signs.

(5) Back lit canvas awnings.

(6) Flashing, strobe, or neon signs.

(7) Neon signs placed inside a window.

6. *Driveways and sidewalks.* The following regulations and standards apply to driveways and sidewalks in the GRD-1 district:

   i. Driveways shall be allowed at locations indicated in the Aragon Design Code.

      (a) Where asphalt or concrete is used as a driveway material, the use of an appropriate coloring agent is allowed.

      (b) From the street pavement edge to the building setback the only materials allowed shall be brick, concrete pavers, colored or approved stamped concrete or poured concrete.

   ii. Sidewalks, construction, repair and maintenance of sidewalks are all required on public rights-of-way within the district. Sidewalks shall be constructed of concrete, a combination of concrete and either brick, concrete pavers or concrete poured and stamped with an ornamental pattern or smooth finish.

7. *Off-street parking.* Off-street parking is required in the GRD-1 district. The requirements for off-street parking in this district recognize that the Aragon redevelopment area forms a transition neighborhood between the adjacent historic district to the south, where off-street parking is not required in the historic commercial zoning districts and the remainder of the gateway redevelopment district where conventional off-street parking requirements apply. The off-street parking requirements in the GRD-1 district reflect a land use pattern that encourages small scale commercial land uses adjacent to residential uses that are accessible through a network of pedestrian improvements, such as sidewalks, plazas and open spaces. Because parking areas were not a common land use in the older sections of the city, their location is set forth in the standards.

   i. Residential uses.

      (a) Single-family and accessory unit—One space/unit.

      (b) Townhouse and multifamily—One space/unit.

      (c) Bed and breakfast—One space per owner plus one space/sleeping room.

      (d) Home occupation—One space/nonfamily employee.

      (e) Community residential home—One space/two beds.

   ii. Public uses.

(a) Meeting hall, U.S. Post Office pavilion, buildings used exclusively for federal, state, county or city governments for public purposes—One space/500 square feet.

(b) Publicly owned or operated parks and playgrounds—None required.

(c) Churches, Sunday school buildings and parish houses—One space/four fixed seats.

iii. Commercial uses.

(a) Antique shops—One space/500 square feet.

(b) Art galleries—One space/500 square feet.

(c) Bakeries (retail only)—One space/500 square feet.

(d) Barbershops and beauty shops—One space/station and one space/employee.

(e) Day care centers—One space/employee plus one space/classroom.

(f) Health clubs, spas and exercise centers—One space/300 square feet.

(g) Jewelers—One space/500 square feet.

(h) Laundry and dry-cleaning pick-up stations—One space/employee.

(i) Office buildings—One space/500 square feet.

(j) Restaurants (except drive-ins)—One space/500 square feet.

(k) Retail sales and services—One space/500 square feet.

(l) Retail food and drugstore—One space/500 square feet.

(m) Specialty shops—One space/500 square feet.

(n) Studios—One space/50 square feet unless owner occupied.

iv. For Type I Townhouse the uses identified in subsections (2)e.7.i through iii of this section, on-street parking on Romana Street and 9th Avenue within 500 feet of the building may be used towards this requirement for nonemployee parking only. One off-street parking space shall be required for each employee in the building.

v. Parking shall be screened from view of adjacent property and the street by fencing, landscaping or a combination of the two approved by the board, except in alley locations.

vi. Materials for parking areas shall be concrete, concrete or brick pavers, asphalt, oyster shells, clam shells or #57 granite, pea gravel or marble chips. Where asphalt or concrete are used, the use of a coloring agent

is allowed. The use of acceptable stamped patterns on poured concrete is encouraged.

viii. For Type I Townhouse as an option to providing the required off-street parking as specified in subsections (2)e.7.i through iii of this section, the required parking may be provided off-site by the owner/developer as specified in section 12-4-1(4).

8. *Paint colors.* The planning board has adopted palettes of colors considered compatible with historic colors from several paint manufacturers that represent acceptable colors for use in the GRD-1 district. Samples of these palettes can be reviewed at the office of the building inspector or the secretary of the GRD board.
9. *Outbuildings.* Outbuildings shall not exceed a maximum height of 35 feet. The accessory structure shall match the style, roof pitch, and other design features of the main residential structure.
10. *Architectural review standards.*

    i. *Exterior lighting.* Exterior lighting in the district will be post-mounted street lights and building-mounted lights adjacent to entryways or landscaping lights that are shielded. Lamps shall be typically ornamental in design and appropriate for the building style. Refer to Aragon Design Code, Architectural Standards.

        (a) Exterior lighting fixtures must be appropriate for building style. Refer to Aragon Design Code, Architectural Standards.

        (b) Exterior. Where exterior lighting is allowed to be detached from the building, the fixtures visible from off-premises (other than landscape lighting that is permitted) shall be post-mounted and used adjacent to sidewalk or driveway entrances or around parking. If post-mounted lights are used, they shall not exceed 12 feet in height. Exterior lights shall be placed so that they do not shine directly at neighbors.

        (c) The light element itself shall be a true gas lamp or shall be electrically operated using incandescent, halogen, metal halide or high pressure sodium lamps. Fluorescent and mercury vapor lamps are prohibited.

        (d) The use of pole mounted high pressure sodium utility/security lights is prohibited.

    ii. *Exterior building walls.* Exterior treatments will be of wood, cedar shingles, wood clapboard, board and batten or board on board, fiber-cement smooth lap siding (Hardiplank), brick, stone for Craftsman style buildings, or stucco. Building wall finish must be appropriate for building style (Refer to Aragon Design Code, Architectural Standards). Individual windows and porch openings, when rectangular, shall be

square or vertical proportion and have multiple lights, unless architectural style dictates other combinations. Chimneys shall be architecturally compatible with the style. All primary structures are required to elevate their first finished floor 18 to 36 inches above grade, except Type I Townhouse. Base treatment shall be articulated.

(a) Vinyl or metal siding is prohibited.

(b) Wood siding and trim shall be finished with paint or stain, utilizing colors approved by the board.

(c) Foundation piers shall be exposed brick masonry or sand textured plaster over masonry. If in-fill between piers is proposed, piers shall be skirted and screened in an opaque manner. It is encouraged that in-fill panels of wood lattice be utilized or brick screens where appropriate.

iii. *Roofs.* Roofs may be of metal, wood shake, dimensional asphalt shingle, slate, diamond shape asphalt shingles or single ply membrane or built up (for flat roofs), and must be of the appropriate architectural style. Roof pitch for sloped roofs above the main body shall be at least eight on 12 on one- and two-story buildings and six on 12 on buildings with three stories, unless architectural style dictates other slope, for example Craftsman. Eaves shall be appropriate for the architectural style. Shed roofs shall be allowed only against a principal building or perimeter wall. Flat roofs shall not be permitted without parapets, cornices, eaves overhangs boxed with modillions, dentrils, or other moldings. The maximum size of the roof deck, window's walks, towers, turrets, etc., is 200 square feet, with the maximum height of ten feet above the maximum allowable building height.

(a) Eaves and soffits may be: wood, painted or stained; smooth finish or sand textured stucco soffits, if detailed appropriately; or fiber-cement, if detailed appropriately ("Hardisoffit" or Hardipanel" vertical siding panels). Eaves shall be appropriate for architectural style and type.

(b) Flashing may be anodized or pre-finished aluminum, galvanized steel of naturally weathered copper.

(c) Gutters and downspouts may be anodized or pre-finished aluminum, galvanized steel or naturally weathered copper.

iv. *Balconies and porches.* Front porches are required for all Type II through Type V principal structures, and porches or balconies are required for Type I and Type VI principal structures. Type I principal structure balconies supported by columns, the outside edge of the columns shall be located at the outside edge of the public sidewalk,

and the balcony shall not extend past the columns. Balconies shall not be cantilevered more than eight feet. See the below figures for balcony and porch dimensions.

v. *Doors.* Entrance doors with an in-fill of raised panels below and glazed panels above were typically used in older sections of the city. Single doorways with a glazed transom above allows for both light and ventilation to enter the entrance way or entrance foyer of the building. Double doors are usually associated with a larger home or building layout.

    (a) Doors are to be appropriate for building style and type. Entrance doors shall be fabricated of solid wood, metal, or fiberglass. Refer to Aragon Design Code, Architectural Standards and Architectural Styles.

vi. *Windows.* Individual windows shall have vertical proportion.

    (a) Windows are to be fabricated of wood or vinyl clad wood windows. Solid vinyl windows may be used if the components (jamb, sash, frame, sill, etc.) are sized and proportioned to duplicate wood. Steel or aluminum windows are prohibited.

    (b) All individual windows shall conform to vertical proportions of not less than 1:1.5, unless architectural styles dictate otherwise. Assemblage of complying window units to create large window openings is acceptable. Kitchen and bathroom windows are considered exceptions and are not regulated by vertical proportions, but are subject to approval if they detract from the overall vertical orientation.

    (c) Window sections shall be appropriate for style. Refer to Aragon Design Code.

    (d) The window frame will be given a paint finish appropriate to the color scheme of the exterior of the building.

    (e) Window trim or casing is to be a nominal five-inch member at all sides, head and sill.

    (f) Glass for use in windows shall typically be clear, but a light tinted glass will be given consideration by the planning board.

    (g) Highly reflected glazing is prohibited. Insulated glass units are encouraged.

vii. *Shutters.* Shutters are an exterior ornamental and functional architectural feature that have traditionally been used on windows, and occasionally, on doors.

(a) Shutters may be operable or fixed.

(b) If shutters are to be used on a project, they must be dimensioned to the proper size so that they would completely cover the window both in width and height if they were closed.

(c) The style of the shutters must be louvered, flat vertical boards or paneled boards, with final determination being based on compatibility with the overall building design.

(d) Shutters to be fabricated of wood or vinyl.

(e) Shutters are to be appropriate for building style and type. Refer to Aragon Design Code, Architectural Styles.

viii. *Chimneys.* Chimneys constructed of brick masonry, exposed or cement plastered, are architecturally compatible.

(a) The chimneys are to be constructed of masonry with the exposed surface to be brick or sand textured plaster. Rough texture stucco is prohibited.

(b) The finished exposed surface of chimneys are to be left natural without any paint finish, unless the chimney is plastered or stuccoed.

(c) Flashing shall consist of galvanized steel, copper sheet metal or painted aluminum.

(d) The extent of simplicity or ornamentation shall be commensurate with the overall style and size of the building on which the chimney is constructed.

ix. *Trim and miscellaneous ornament.*

(a) Trim and ornament, where used, is to be fabricated of wood, stucco or stone.

(b) Trim and ornament will be painted to match, or be coordinated with, door and window casings, porch railings, porch columns, and basic projecting elements of the building.

x. *Miscellaneous mechanical equipment.*

(a) Air conditioning condensing units shall not be mounted on any roof where they are visible from any street.

(b) Air conditioning condensing units that are mounted on the ground shall be in either side yards or rear yards.

(c) Visual screening consisting of ornamental fencing or landscaping shall be installed around all air conditioning condensing units to conceal them from view from any adjacent street or property owner.

(d) Exhaust fans or other building penetrations as may be required by other authorities shall be allowed to penetrate the wall or the roof but only in locations where they can be concealed from view from any street. No penetrations shall be allowed on the front of the building. They may be allowed on side walls if they are properly screened. It is desirable that any penetrations occur on rear walls or the rear side of roofs.

xi. *Accessibility ramps and outdoor stairs.*

(a) Whenever possible, accessibility ramps and outdoor stairways shall be located to the side or the rear of the property.

(b) The design of accessibility ramps and outdoor stairs shall be consistent with the architectural style of the building.

(c) Building elements, materials and construction methods shall be consistent with the existing structure.

xii. *Outbuildings.*

(a) Outbuildings shall be detailed in a manner similar to the house. Detached garages are strongly encouraged.

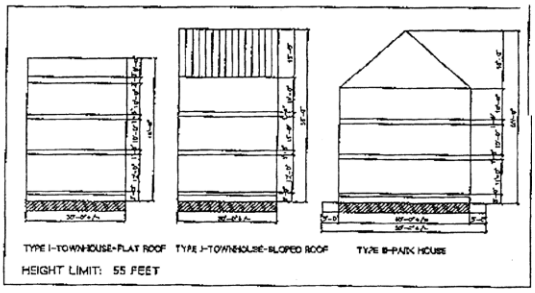
(b) Accessory dwelling units are permitted and encouraged, and shall be detailed in a manner similar to the house.

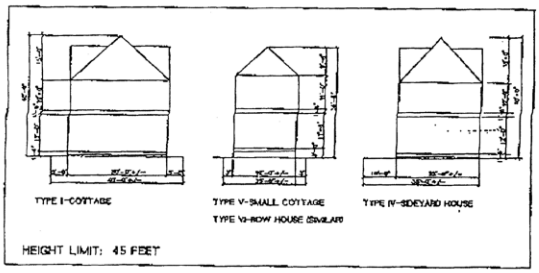
11. *Additional regulations.* In addition to the regulations established above in subsections (2)e.1 through 10 of this section, any permitted use within the GRD-1 zoning district where alcoholic beverages are ordinarily sold is subject to the requirements of chapter 7-4, Alcoholic Beverages.

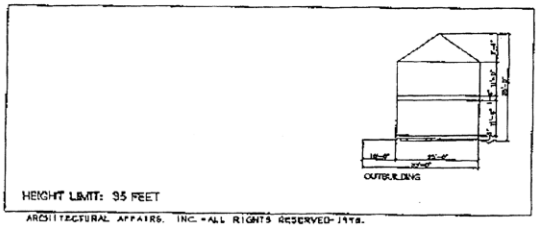
f. *Procedures for review of renovation, alterations, and additions to structures within the GRD-1 district.* The regulations and standards established in subsections (2)a through e of this section, shall apply to all plans for the renovation, alteration and addition to structures within the GRD-1 district.

1. Abbreviated review. Sign requests, paint colors, fencing, and emergency repairs that are consistent with the regulations and standards set forth in subsection (2) of this section may be approved by letter to the building official from the board secretary and the chairperson of the planning board. If agreement cannot be reached as it pertains to such request for abbreviated review by the board secretary and chairperson, then the matter will be referred to the entire board for a decision.

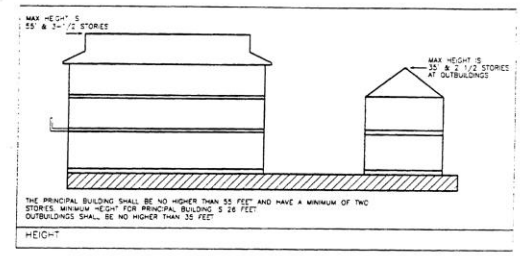
ARAGON MAXIMUM HEIGHTS

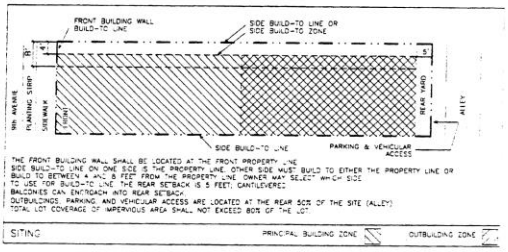


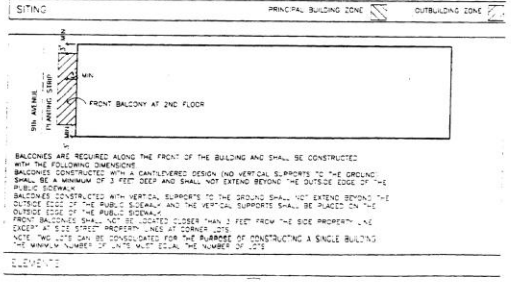




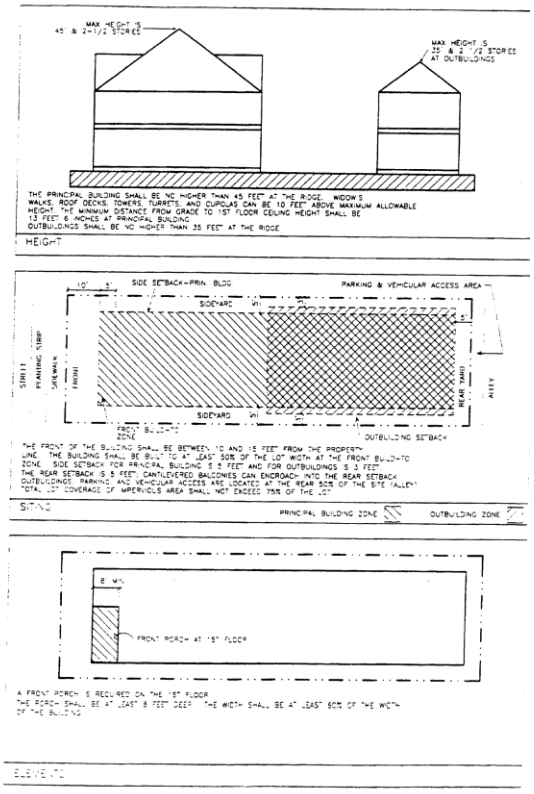
ARAGON TOWNHOUSE-TYPE I



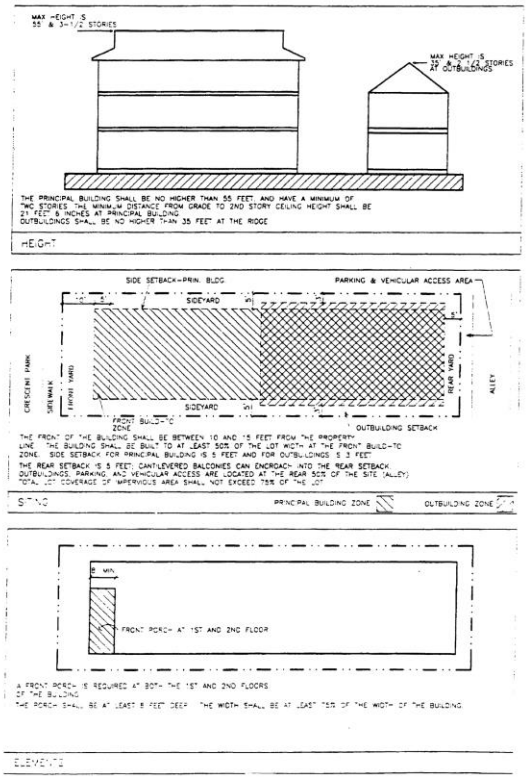




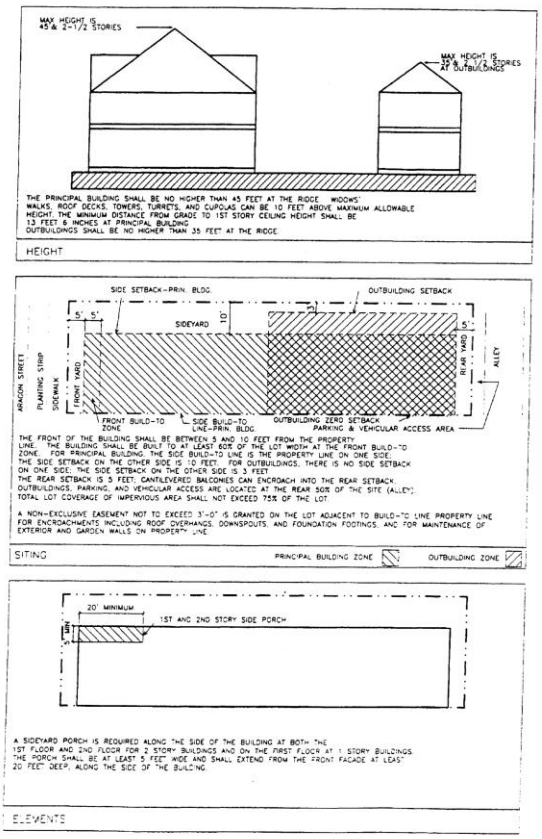
ARAGON COTTAGE-TYPE II



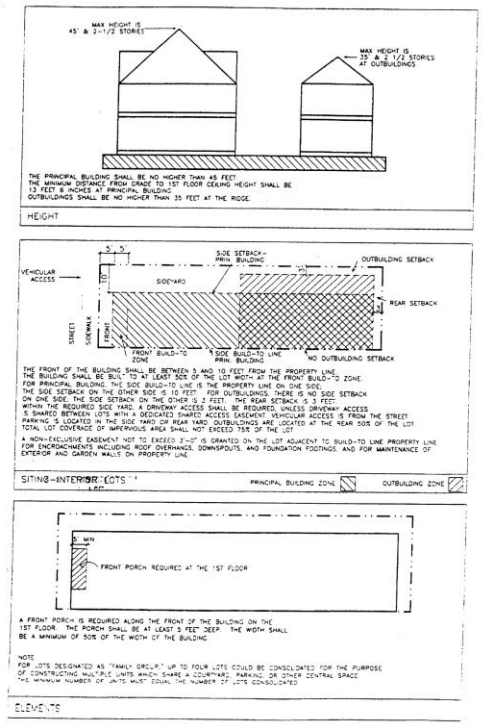
ARAGON PARK HOUSE-TYPE III



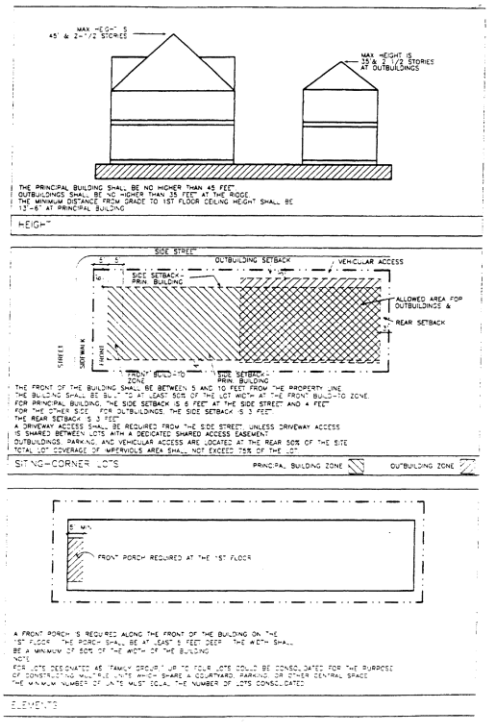
ARAGON SIDEYARD HOUSE WITH ALLEY ACCESS-TYPE IVA



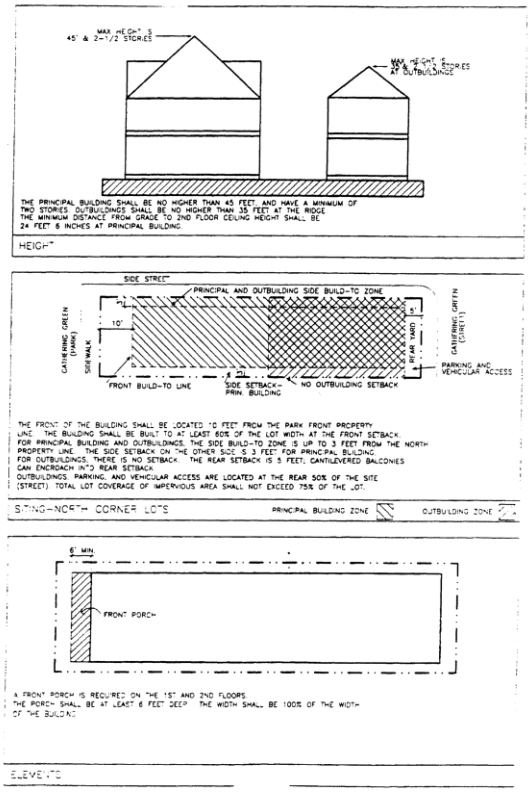
ARAGON SIDEYARD HOUSE WITH STREET ACCESS-TYPE IVB-INTERIOR LOTS



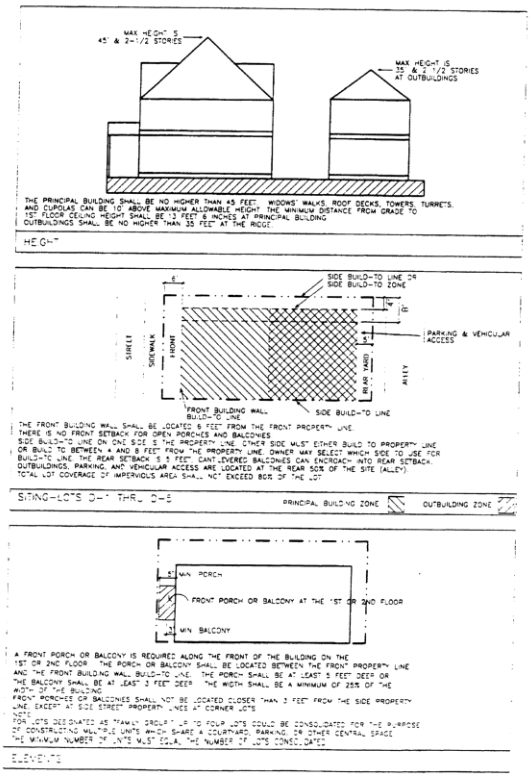
ARAGON SIDEYARD HOUSE WITH STREET ACCESS-TYPE IVB-CORNER LOTS



ARAGON SMALL COTTAGE-TYPE V-NORTH CORNER LOTS



ARAGON ROW HOUSE-TYPE VI-LOTS D-1 THRU D-5



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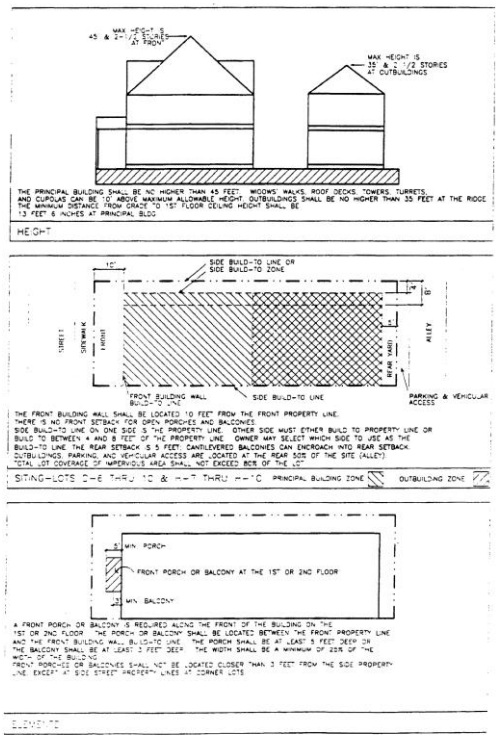
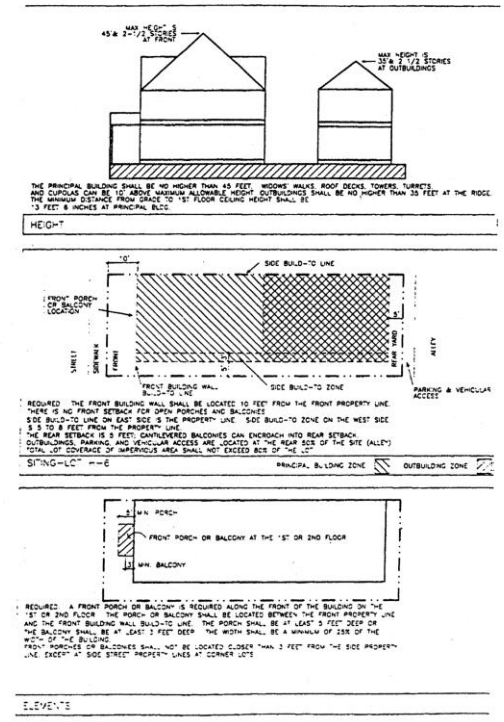


ARAGON ROW HOUSE-TYPE VI-LOT H-6



(3) *WRD, waterfront redevelopment district.*

a. *Purpose of district.* The waterfront redevelopment district is established to promote redevelopment of the city's downtown waterfront with a compatible mixture of water-dependent and water-related uses that preserve the unique shoreline vista and scenic opportunities, provide public access, create a cultural meeting place for the public, preserve the working waterfront activities historically located in the waterfront area, and encourage a high quality of site planning and architectural design. Site specific analysis of each development proposal within the district is intended to ensure that the scenic vistas and marine-oriented image of the district are maintained, that the development character of the waterfront is upgraded and that the boundaries of the adjacent special districts are positively reinforced.

b. *Uses permitted.*

1. Single-family residential (attached or detached) at a maximum density of 17.4 units per acre. Multifamily residential at a maximum density of 60 dwelling units per acre.
2. Home occupations, subject to regulations in section 12-3-57.
3. Offices.
4. Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes.
5. Hotels/motels.
6. Marinas.
7. Parking garages.
8. The following retail sales and services:

i. Retail food and drug stores (including medical marijuana dispensaries and package liquor store).
ii. Personal service shops.
iii. Clothing stores.
iv. Specialty shops.
v. Banks.
vi. Bakeries whose products are sold at retail on the premises.
vii. Antique shops.
viii. Floral shops.
ix. Health clubs, spa and exercise centers.
x. Laundromats.
xi. Laundry and dry-cleaning pick-up stations.
xii. Restaurants.
xiii. Studios.
xiv. Art galleries.
xv. Sale or rental of sporting goods or equipment including instructions in skiing, sailing, or scuba diving.
xvi. Boat rentals waterside only with limited upland storage.
xvii. Bars.
xviii. Commercial fishing.

xix. Ferry and passenger terminals.
xx. Cruise ship operations.
xxi. Food truck courts, subject to regulations in Sec. 12-3-95.

9. Family day care homes licensed by the state department of children and family services as defined in state statutes.

c. *Procedure for review of plans.*

1. *Plan submission.* Every application to construct a new structure in the waterfront redevelopment district shall be subject to the development plan review and approval procedure established in section 12-3-120. Every application for a new certificate of occupancy or a building permit to erect, construct, demolish, renovate or alter a building or sign, or exterior site work (i.e., paving and landscaping of off-street parking areas), located or to be located in the waterfront redevelopment district shall be accompanied with drawings or sketches with sufficient detail to show, as far as they relate to exterior appearances, the architectural design of the building, sign, or exterior work (both before and after the proposed work is done in cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plot plan or site layout including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances. All developments within the waterfront redevelopment district must comply with design standards as established in section 12-3-121.
2. *Review and approval.* All plans shall be subject to the review and approval of the planning board established in chapter 12-12. At the time of review the board may require that any aspect of the overall site plan that does not meet the standards established in this section be incorporated and brought into compliance within a time limit approved by the board. Review by the planning board of applications for zoning variances shall be as provided for under section 12-12-2(6)f.
3. *Abbreviated review.* Sign requests, paint colors, fencing, and emergency repairs that are consistent with the regulations and guidelines set forth in this section, may be approved by letter to the building official from the planning board secretary and the chairperson of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairperson, then the matter will be referred to the board for a decision.

d. *Regulations.*

1. *Signs.* The following provisions shall be applicable to signs in the district:

i. *Number of signs.* Each parcel shall be limited to one sign per street frontage; provided, however, if there exists more than one establishment on the parcel, there may be one attached sign per establishment.

ii. *Signs extending over public property.* Signs extending over public property shall maintain a clear height of nine feet above the sidewalk and no part of such signs shall be closer than 18 inches to the vertical plane of the curb line or edge of the pavement.

iii. *Sign size and height limitations.*

(a) *Attached signs.*

(1) *Size.* Ten percent of the building elevation square footage (wall area) that fronts on a public street, not to exceed 50 square feet. Buildings exceeding five stories in height; one attached wall sign or combination of wall signs not to exceed 200 square feet and mounted on the fifth floor or above.

(2) *Height.* No sign may extend above the roof line of the building to which it is attached. For the purposes of this section roof surfaces constructed at an angle of 65 degrees or more from horizontal shall be regarded as walls.

(b) *Freestanding signs.*

(1) *Size.* Fifty square feet.

(2) *Height.* Ten feet (top of sign).

iv. *Other permitted signs.*

(a) Signs shall not exceed two square feet in size.

(b) Official traffic signs or signals, informational signs erected by a government agency and temporary signs indicating danger.

v. *Prohibited signs.* Refer to section 12-5-7 for a description of prohibited signs. In addition the following signs are prohibited within the district:

(a) Portable signs.

(b) Signs that are abandoned or create a safety hazard. Abandoned signs are those advertising a business that becomes vacant and is unoccupied for a period of 90 days or more.

(c) Signs that are not securely fixed on a permanent foundation.

(d) Strings of light bulbs, other than holiday decorations, streamers and pennants.

(e) Signs that present an optical illusion, incorporate projected images, or emit sound.

(f) Secondary advertising signs (i.e., signs that advertise a brand name product in addition to the name of the business).

vi. Temporary signs. The following temporary signs shall be permitted in the district:

(a) Temporary banners indicating that a noncommercial special event such as a fair, carnival, festival or similar happening is to take place, are permitted with the following conditions: Such banners may be erected no sooner than two weeks before the event and banners extending over street rights-of-way require approval from the mayor.

(b) One non-illuminated sign per street frontage advertising the sale, lease or rental of the lot or building upon which the sign is located. Such sign shall not exceed 12 square feet in size, and shall be removed immediately after occupancy.

(c) One non-illuminated sign not more than 50 square feet in area in connection with new construction work and displayed only during such time as the actual construction work is in progress.

2. *Off-street parking.* The following off-street parking requirement shall apply to all lots, parcels, or tracts in the district: Off-street parking requirements in the waterfront redevelopment district shall be based on the requirements set forth in chapter 12-4. The required parking may be provided off-site by the owner/developer as specified in section 12-4-1(4). Screening shall be provided along the edges of all parking areas visible from the street rights-of-way. This screening may take the form of:

   i. A solid wall or fence (chain-link fences are prohibited) with a minimum height of four feet that is compatible in design and materials with on-site architecture and nearby development;
   ii. An earth berm approximately three feet in height that is landscaped to provide positive screening effective within three years; or
   iii. A combination of walls or fences and landscape screening, or landscape screening designed to provide positive screening within three years.

3. *Vehicular access.* For each lot, tract or parcel under single ownership, the maximum number of access points shall not exceed two per street frontage.
4. *Landscaping.* Landscaping requirements in the district shall conform to the requirements of chapter 12-6. All service areas (i.e., trash collection containers, compactors, loading docks) shall be screened with at least 75

percent opacity from the street and adjacent buildings by one of the following techniques:

i. Fence or wall and gate, six feet high;
ii. Vegetation, six feet high (within three years); or
iii. A combination of the above.

5. *Underground utility services.* All new building construction or additions of floor area to existing structures shall be required to install underground utilities on the site.
6. *Lot coverage.* The total coverage of the site including all structures, parking areas, driveways and all other impervious surfaces shall not exceed 75 percent.
7. *Setback/height requirements.* No building shall exceed a maximum height of 60 feet in the waterfront redevelopment district.

   i. *Shoreline setback/height requirements.* All buildings shall be set back a minimum of 30 feet from the shoreline or the bulkhead line. At this minimum setback line, the building height may not exceed 35 feet. Above 35 feet in height, an additional one foot in building height may be permitted for each additional one foot in setback with a maximum building height of 60 feet. The minimum setback from the shoreline may be decreased by the planning board and the council during the review process to permit reuse of existing buildings, structures or foundations with a lesser setback.
   ii. *Main Street setback/height requirements.* All buildings shall be set back a minimum of 60 feet from the centerline of Main Street. At this minimum setback line, the building height may not exceed 60 feet.

8. *Additional regulations.* In addition to the regulations established above in subsections (3)d.1 through 7 of this section, any permitted use within the WRD zoning district where alcoholic beverages are ordinarily sold is subject to the requirements of chapter 7-4.

e. *Regulations.* All developments within the waterfront redevelopment district are encouraged to follow the design guidelines established in section 12-3-121(d). In addition, the following site planning guidelines should be taken into consideration in the required development plans.

1. *Site planning.* The integration of site features such as building arrangement, landscaping, parking lot layout, public access points, building orientation, and scenic vantage points is critical in producing a pleasant and functional living or working environment. In reviewing development proposals, the following guidelines shall be taken into consideration:

   i. *Maximum preservation of waterfront views.* Considering the waterfront location of the district, the placement of buildings, signs, service areas, parking and landscaping shall be planned to maximize the preservation of views of the bay and to protect the waterfront scenic open space

character. To prevent the effect of a "wall" of development along the edge of the waterfront and adjacent streets, open space should be encouraged between buildings and under elevated buildings. Pedestrian circulation systems should be designed to form a convenient, interconnected network through buildings, landscaped open spaces and public walkways. The longer side of each building should be sited perpendicular to the water's edge in order to preserve water views from the street.

ii. *Building orientation.* Buildings should be oriented to maximize the waterfront view potential within the district while maintaining quality facade treatment and design on the streetside. Structures should be positioned to provide viewing opportunities of the water and the shoreline edge between buildings. The location of solid waste receptacles, service entrances, loading docks, storage buildings and mechanical and air conditioning equipment and other items typically situated at the backside of buildings should be discouraged within the area between the building and the water's edge.

iii. *Off-street parking and service.* Off-street parking shall be discouraged within the shoreline setback area. Where possible, service areas (i.e., trash collection, loading docks) shall be located to be screened by the building itself; otherwise, walls, fences, landscaping and earth berms shall be used to achieve effective screening.

2. *Aesthetic considerations.* Development projects within the district are not subject to special architectural review and approval. In lieu of a special separate review procedure, the following general architectural and aesthetic design criteria will be considered to enhance the character of the district:

   i. Buildings or structures that are part of a present or future group or complex shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole.

   ii. Natural materials such as brick, wood and stucco should be encouraged. Materials such as metal and plastic shall be discouraged on exterior surfaces of buildings.

   iii. All mechanical equipment, satellite dishes and other similar equipment should be completely screened by the architecture of the structure, or fences, walls or vegetation.

   iv. Proposed developments within the waterfront redevelopment district that are located adjacent to a historic district should give special consideration to visual compatibility in scale and architectural design in order to positively reinforce the character of the historic area and provide a buffer and transition.

   v. Projects should be encouraged that enhance the setting or provide for adaptive reuse of historic buildings and sites.

3. *Landscaping guidelines.* Landscaping should be used to enhance waterfront views and vistas and to screen undesirable features. Low lying plant material should be used in open areas to retain views of the water. Trees should be selectively utilized and carefully located along the waterfront in both public and private developments in order to maintain existing views as much as possible. Plantings should be coordinated near buildings to provide view corridors.
4. *Sign guidelines.*
    i. *Design/materials.* The architectural character of the building to which the sign relates should be reflected in the lettering of the sign, and the materials used for the supporting structure and the sign face.
    ii. *Lighting.* Indirect and internal lighting is encouraged. Neon and exposed fluorescent lighting is not encouraged.
    iii. *Landscaping.* The landscaping and positioning of the sign should complement the overall site plan and landscaping of the development.

(4) *WRD-1, Waterfront Redevelopment District-1.*

a. *Purpose of district.* The waterfront redevelopment district is established to promote redevelopment of the city's downtown waterfront with a compatible mixture of uses that further the goals of downtown Pensacola's comprehensive plan, encourage a walkable mixed-use urban environment, preserve the unique shoreline scenic opportunities, provide continuous public waterfront access, create cultural meeting places for the public, and encourage a high quality of site planning and architectural design. Site specific analysis of each development proposal within the district is intended to ensure that the scenic vistas of the district are maintained, that the development character of the waterfront is upgraded and that the boundaries of the adjacent special districts are positively reinforced.
b. *Uses permitted.*
    1. Single-family residential (attached or detached) at a maximum density of 17.4 units per acre. Multifamily residential at a maximum density of 60 dwelling units per acre.
    2. Home occupations, subject to regulations in section 12-3-57.
    3. Offices.
    4. Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes.
    5. Hotels/motels.
    6. Marinas.
    7. Parking garages.
    8. The following retail sales and services:
        i. Retail food and drug stores (including medical marijuana dispensaries and package liquor store).
        ii. Personal service shops.
        iii. Clothing stores.

iv. Specialty shops.
v. Banks.
vi. Bakeries whose products are sold at retail on the premises.
vii. Antique shops.
viii. Floral shops.
ix. Health clubs, spa and exercise centers.
x. Laundromats.
xi. Laundry and dry-cleaning pick-up stations.
xii. Restaurants.
xiii. Studios.
xiv. Art galleries.
xv. Sale or rental of sporting goods or equipment including instructions in skiing, sailing, or scuba diving.
xvi. Boat rentals waterside only with limited upland storage.
xvii. Bars.
xviii. Commercial fishing.
xix. Ferry and passenger terminals.
xx. Cruise ship operations.
xxi. Food truck courts, subject to regulations in Sec. 12-3-95.

9. Family day care homes licensed by the state department of children and family services as defined in state statutes.

c. *Procedure for review of plans.*

1. *Plan submission.* Every application to construct a new structure in the waterfront redevelopment district-1 shall be subject to the development plan review and approval procedure established in section 12-3-120. Every application for a new certificate of occupancy or a building permit to erect, construct, demolish, renovate or alter a building or sign, or exterior site work (i.e., paving and landscaping of off-street parking areas), located or to be located in the waterfront redevelopment district-1 shall be accompanied with drawings or sketches with sufficient detail to show, as far as they relate to exterior appearances, the architectural design of the building, sign, or exterior work (both before and after the proposed work is done in cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plot plan or site layout including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances. All developments within the waterfront redevelopment district must comply with design standards as established in section 12-3-121.
2. *Review and approval.* All plans shall be subject to the review and approval of the planning board established in chapter 12-12. At the time of review the board may require that any aspect of the overall site plan that does not meet the standards established in this section be incorporated and brought into compliance within a time limit approved by the board. Review

by the planning board of applications for zoning variances shall be as provided for under section 12-12-2(6)f.

3. *Abbreviated review.* Sign requests, paint colors, fencing, and emergency repairs that are consistent with the regulations and guidelines set forth in this section, may be approved by letter to the building official from the planning board secretary and the chairperson of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairperson, then the matter will be referred to the board for a decision.

d. *Regulations.*

1. *Signs.* The following provisions shall be applicable to signs in the district:

i. *Number of signs.* Each parcel shall be limited to one sign per street frontage; provided, however, if there exists more than one establishment on the parcel, there may be one attached sign per establishment. Additionally, retail sales and services may have an A-frame sign in addition to the one sign per frontage.

ii. *Signs extending over public property.* Signs extending over public property shall maintain a clear height of nine feet above the sidewalk and no part of such signs shall be closer than 18 inches to the vertical plane of the curb line or edge of the pavement.

iii. *Sign size and height limitations.*

(a) *Attached signs.*

(1) *Size.* Ten percent of the building elevation square footage (wall area) that fronts on a public street, not to exceed 50 square feet. Buildings exceeding five stories in height; one attached wall sign or combination of wall signs not to exceed 200 square feet and mounted on the fifth floor or above.

(2) *Height.* No sign may extend above the roof line of the building to which it is attached. For the purposes of this section roof surfaces constructed at an angle of 65 degrees or more from horizontal shall be regarded as walls.

(b) *Freestanding signs.*

(1) *Size.* Fifty square feet.

(2) *Height.* Ten feet (top of sign).

(c) *A-frame sign.*

(1) *Size.* Ten square feet.

(2) *Height.* Forty-two inches (top of sign).

iv. *Other permitted signs.*

(a) Signs shall not exceed two square feet in size.

(b) Official traffic signs or signals, informational signs erected by a government agency and temporary signs indicating danger.

v. *Prohibited signs.* Refer to section 12-5-7 for a description of prohibited signs. In addition the following signs are prohibited within the district:

(a) Signs that are abandoned or create a safety hazard. Abandoned signs are those advertising a business that becomes vacant and is unoccupied for a period of 90 days or more.

(b) Signs that present an optical illusion, incorporate projected images, or emit sound.

(c) Secondary advertising signs (i.e., signs that advertise a brand name product in addition to the name of the business).

vi. *Temporary signs.* The following temporary signs shall be permitted in the district:

(a) Temporary banners indicating that a noncommercial special event such as a fair, carnival, festival or similar happening is to take place, are permitted with the following conditions: Such banners may be erected no sooner than two weeks before the event and banners extending over street rights-of-way require approval from the mayor.

(b) One non-illuminated sign per street frontage advertising the sale, lease or rental of the lot or building upon which the sign is located. Such sign shall not exceed 12 square feet in size, and shall be removed immediately after occupancy.

(c) One non-illuminated sign not more than 50 square feet in area in connection with new construction work and displayed only during such time as the actual construction work is in progress.

2. *Off-street parking.* The following off-street parking requirement shall apply to all lots, parcels, or tracts in the district: Off-street parking requirements in the waterfront redevelopment district-1 shall be based on the requirements set forth in section 12-4-1(4). The required parking may be provided off-site by the owner/developer as specified in section 12-4-1(4). Screening shall be provided along the edges of all parking areas visible from the street rights-of-way. This screening may take the form of:

i. A solid wall or fence (chain-link fences are prohibited) with a minimum height of four feet that is compatible in design and materials with on-site architecture and nearby development;
ii. Landscaping approximately three feet in height that is landscaped to provide positive screening effective within three years; or
iii A combination of walls or fences and landscape screening, or landscape screening designed to provide positive screening within three years.

3. *Vehicular access.* For each lot, tract or parcel under single ownership, the maximum number of access points shall not exceed two per street frontage.
4. *Landscaping.* Landscaping requirements in the district shall conform to the requirements of chapter 12-6. All service areas (i.e., trash collection containers, compactors, loading docks) shall be screened with at least 75 percent opacity from the street and adjacent buildings by one of the following techniques:

   i. Fence or wall and gate, six feet high;
   ii. Vegetation, six feet high (within three years); or
   iii. A combination of the above.

5. *Underground utility services.* All new building construction or additions of floor area to existing structures shall be required to install underground utilities on the site.
6. *Lot coverage.* The total coverage of the site including all structures, parking areas, driveways and all other impervious surfaces shall not exceed 95 percent.
7. *Setback/height requirements.* No building shall exceed a maximum height of six stories in the waterfront redevelopment district-1, as defined in section 12-3-31, community redevelopment area (CRA) urban design overlay district.

   i. *Shoreline setback/height requirements.* All buildings shall be set back a minimum of 30 feet from the shoreline or the bulkhead line. The minimum setback from the shoreline may be decreased by the planning board and the council during the review process to permit reuse of existing buildings, structures or foundations with a lesser setback.
   ii. *Main Street setback/height requirements.* All buildings shall be set back a minimum of 60 feet from the centerline of Main Street. At this minimum setback line, the building height may not exceed six stories.
   iii. All other setbacks shall be as specified on the regulating plan.

8. *Additional regulations.* In addition to the regulations established above in subsections (3)d.1 through 7 of this section, any permitted use within the WRD-1 zoning district where alcoholic beverages are ordinarily sold is subject to the requirements of chapter 7-4.

e. *Regulations.* All developments within the waterfront redevelopment district-1 are encouraged to follow the design guidelines established in section 12-3-121(d). In addition, the following site planning guidelines should be taken into consideration in the required development plans:

1. *Site planning.* The integration of site features such as building arrangement, landscaping, parking lot layout, public access points, building orientation, and scenic vantage points is critical in producing a pleasant and functional living or working environment. In reviewing development proposals, the following guidelines shall be taken into consideration:

   i. *Maximum preservation of waterfront views.* Considering the waterfront location of the district, the placement of buildings, signs, service areas, parking and landscaping shall be planned to maximize the preservation of views of the bay and to protect the waterfront scenic open space character. To prevent the effect of a "wall" of development along the edge of the waterfront and adjacent streets, open space should be encouraged between buildings and under elevated buildings. Pedestrian circulation systems should be designed to form a convenient, interconnected network through buildings, landscaped open spaces and public walkways. The longer side of each building should be sited perpendicular to the water's edge in order to preserve water views from the street.

   ii. *Building orientation.* Buildings should be oriented to maximize the waterfront view potential within the district while maintaining quality facade treatment and design on the streetside. Structures should be positioned to provide viewing opportunities of the water and the shoreline edge between buildings. The location of solid waste receptacles, service entrances, loading docks, storage buildings and mechanical and air conditioning equipment and other items typically situated at the backside of buildings should be discouraged within the area between the building and the water's edge.

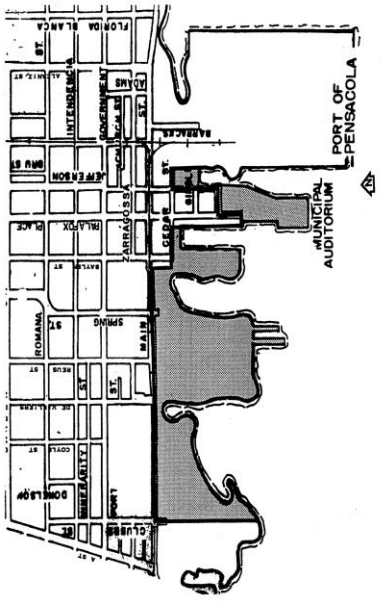
   iii. *Off-street parking and service.* Off-street parking shall be discouraged within the shoreline setback area. Where possible, service areas (i.e., trash collection, loading docks) shall be located to be screened by the building itself; otherwise, walls, fences, landscaping and earth berms shall be used to achieve effective screening.

2. *Aesthetic considerations.* Development projects within the district are not subject to special architectural review and approval, however compliance with the CRA Overlay Standards and Guidelines as defined in section 12-3-31, community redevelopment area (CRA) urban design overlay district, is encouraged. In lieu of a special separate review procedure, the following general architectural and aesthetic design criteria will be considered to enhance the character of the district:

i. Buildings or structures should have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole.
ii. Natural materials such as brick, wood and stucco should be encouraged. Materials such as metal and plastic shall be discouraged on exterior surfaces of buildings.
iii. All mechanical equipment, satellite dishes and other similar equipment should be completely screened by the architecture of the structure, or fences, walls or vegetation.
iv. Proposed developments within the waterfront redevelopment district-1 which are located adjacent to a historic district should give special consideration to visual compatibility in scale and architectural design in order to positively reinforce the character of the historic area and provide a buffer and transition.
v. Projects should be encouraged that enhance the setting or provide for adaptive reuse of historic buildings and sites.

3. *Landscaping guidelines.* Landscaping should be used to enhance waterfront views and vistas and to screen undesirable features. Low lying plant material should be used in open areas to retain views of the water. Trees should be selectively utilized and carefully located along the waterfront in both public and private developments in order to maintain existing views as much as possible. Plantings should be coordinated near buildings to provide view corridors.
4. *Sign guidelines.*

i. *Design/materials.* The architectural character of the building to which the sign relates should be reflected in the lettering of the sign, and the materials used for the supporting structure and the sign face.
ii. *Lighting.* Indirect and internal lighting is encouraged. Neon and exposed fluorescent lighting is not permitted.
iii. *Landscaping.* The landscaping and positioning of the sign should complement the overall site plan and landscaping of the development.



SECTION 4. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00452 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT - DEPARTMENT OF ECONOMIC OPPORTUNITY - HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE AND AMERICAN MAGIC AT THE PORT OF PENSACOLA

RECOMMENDATION:

That City Council approve the acceptance of the Florida Job Growth Infrastructure Grant - Department of Economic Opportunity in the amount of $3,963,120 for the design and construction of a dock and a boat ramp, and the design, build-out, and retrofit of an existing warehouse and supporting infrastructure at the Port of Pensacola. Further, that City Council authorize the Mayor to take the actions necessary to accept, execute and administer this grant consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a resolution accepting the grant award and authorizing the Mayor to execute the grant.

HEARING REQUIRED: No Hearing Required

SUMMARY:

United by a mandate to win the America's Cup, American Magic sailing team is developing a pathway for a generation of engineers, boatbuilders and technicians to enhance the marine industry in the United States and set Pensacola on a trajectory of being a leader on the world stage. The facility is required to secure headquarters relocation of Bella Mente Quantum Racing Association (American Magic) to the Port of Pensacola.

Buildout of existing Port of Pensacola warehouse #10, will allow American Magic, which has utilized the port on seasonal basis for training and development, to permanently relocate their operations, training, and boat building facility to the Port of Pensacola and creating 150 high wage jobs as a result.

As a requirement of the Governor's Job Infrastructure Growth Grant, the City of Pensacola will retain ownership of the facility and the complex will be leased to American Magic. The new dock and boat ramp facility will be utilized by American Magic as well as other Port tenants.

The grant requires that all funds be expended no later than June 30, 2026 and that 150 jobs are created on or before December 31st 2036.

PRIOR ACTION:

N/A

FUNDING:

Budget:	$ 3,963,120	Governor's Job Growth Infrastructure Grant
	$ 8,500,000	Triumph Gulf Coast
	$ 2,000,000	FDOT / FL Seaport Transportation Economic Development Fund (FSTED)
	$14,463,120	
Actual:	$ 1,446,312	Architecture and Engineering
	$13,016,808	Construction
	$14,463,120	Total

FINANCIAL IMPACT:

Funding from this grant will be combined with Triumph Gulf Coast and FDOT Florida Seaport Transportation Economic Development (FSTED) anticipated award.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/2/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Erica Grancagnolo, Economic Development Director
Clark Merritt, Port Director

ATTACHMENTS:

1) Florida Job Growth Infrastructure Grant Agreement - Draft

PRESENTATION: No

FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and the ***City of Pensacola, Florida*** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes ("F.S.") Grantee submitted a proposal for funds;

WHEREAS, based on Grantee's submitted proposal and any amendments thereto (collectively, the "Proposal"), DEO has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the "Project") is necessary to facilitate the economic development and growth of the State;

WHEREAS, DEO has determined that Grantee's commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the "Grant Fund") pursuant to Section 288.101, F.S.;

WHEREAS, DEO is authorized to enter into this Agreement pursuant to section 288.101, F.S.. Grantee has authorized its officers to execute this Agreement on Grantee's behalf by Resolution or, alternatively, by other DEO-approved form of official authorization, a copy of which is attached as Exhibit E and made a part of this Agreement;

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

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
  - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee's Resolution**
- **Exhibit E: Notice of Completion and Engineer's Certification of Compliance**
- **Exhibit F: State and Federal Statutes, Regulations, and Policies;**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency;

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

AGREEMENT

1. TERM. This Agreement is effective as of the date on which DEO executes this Agreement (such date, the "Effective Date") and shall continue until the earlier to occur of (a) December 31, 2036 (such date, the "Expiration Date") unless an extension of the time period is requested by Grantee and granted in writing

by DEO prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by DEO in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. PERFORMANCE REQUIREMENTS: Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. TYPE OF AGREEMENT: This Agreement is a ***cost reimbursement*** agreement.

4. RELEASE OF FUNDS: DEO shall pay Grantee up to$3,963,120.00 (Three Million Nine Hundreded Sixty Three Thousand One Hundred Twenty Dollars and Zero Cents. in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by DEO. Grantee shall not use funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. DEO has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and DEO may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if DEO determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by DEO.

5. PAYMENTS TO GRANTEE:

a. Grantee shall provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s).

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

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

b. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due

to preparation errors will result in a delay of payment. DEO is responsible for all payments under this Agreement.

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

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

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

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

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

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

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

f. Grantee shall comply with all criteria stated in Exhibit A, SCOPE OF WORK, and final date by which such criteria must be met for completion of this Agreement.

g. This Agreement may not be renewed.

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

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

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

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

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event

which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

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

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

8. LAWS APPLICABLE TO THIS AGREEMENT:

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

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. DEO shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for

any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

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

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

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

g. Disclosure of Sponsorship: As required by s. 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

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

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

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

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

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

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

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

5) Information Release:

a) Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

b) If DEO does not possess a record requested through a public records request, DEO shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under s. 119.10, F.S.

c) Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

this Agreement term and following completion of this Agreement if Grantee does not transfer the records to DEO upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one business day from receipt of such request.

g) Grantee shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of s. 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

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

c) Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

7) Section 288.101, F.S.: Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of s. 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to DEO no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole and absolute

discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

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

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

11. AUDITS AND RECORDS:

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

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

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon DEO's request, Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@deo.myflorida.com. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of

business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

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

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

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

   ii. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

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

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

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

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

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. DEO will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

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

expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend DEO against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

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

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

e. In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Grantee shall provide to DEO a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

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

15. NONEXPENDABLE PROPERTY:

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

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without DEO's written permission; provided further that Grantee shall, at all times, follow DEO's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of this Agreement unless otherwise authorized in writing by DEO.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

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

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

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

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

2) Workers' Compensation and Employer's Liability Insurance: Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

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

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

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

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

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

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

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

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

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in s. 501.171, (1)(a), F.S.. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

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

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person,

firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

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

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

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

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

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

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

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

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

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

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

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

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor

instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties in order to be enforceable.

25. TIME IS OF THE ESSENCE: Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

26. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. TERMINATION: DEO may terminate this Agreement if:

a. DEO determines in its sole and absolute discretion that it is in the State's interest to do so;

b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;

c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;

d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24-hour written notice to Grantee. DEO shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;

e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee

fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by DEO of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if DEO exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within thirty (30) days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as DEO specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. DISPUTE RESOLUTION: Unless otherwise stated in Exhibit A, SCOPE OF WORK, DEO shall decide disputes concerning the performance of this Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

29. INDEMNIFICATION: (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

a. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for

any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold DEO harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to DEO for reimbursement for costs under this Agreement where DEO is imposing the financial consequences stated herein.

e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Economic Opportunity and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of $100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to

mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing DEO in DEO's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of DEO. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this

Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:	**Grantee's Agreement Manager**:
City of Pensacola	Insert Name of Grantee's Agreement Manager
222 W. Main St.	Insert street address here
Pensacola, Florida 32502	Insert city, state, zip
Phone: 850-435-1687	Insert telephone #
Email: erica@cityofpensacola.com	Insert email address

DEO's Agreement Manager:

Steve Weiland, CPM, FCCM
107 E Madison Street, MSC-80
Tallahassee, FL 32399
Phone :850-717-8961
Email: Steve.Weiland@DEO.MyFlorida.com

[*The remainder of this page has been intentionally left blank.*]

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties' duly authorized officials sign this Agreement.

DEPARTMENT OF ECONOMIC OPPORTUNITY		**CITY OF PENSACOLA**	
By	_____ Signature	**By**	_____ Signature
Title	**Merdith Ivey Acting Secretary**	**Title**	**D.C. Reeves Mayor**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

Exhibit A
SCOPE OF WORK

1. PROJECT DESCRIPTION: Section 288.101, Florida Statutes ("F.S."), established the Florida Job Growth Grant Fund (the "Program") to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded $3,963,120 for the design and construction of a dock and a boat ramp, and the design, build-out, and retrofit of an existing warehouse and supporting infrastructure at the Port of Pensacola to house advanced manufacturing/boat building, ocean sciences and maritime technology research and development, and marine industry testing. The proposed project will allow the Port of Pensacola to establish a High-Performance Maritime Center of Excellence and American Magic to firmly establish a long-term presence at the project site. Grantee shall certify that 150 new high wage jobs were created because of this project.

2. GRANTEE'S RESPONSIBILITIES:

a. **COMMENCEMENT AND TIMELINE**.

1) The Parties' execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.
DEO shall not reimburse Grantee for any work performed prior to the Effective Date unless DEO expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:
- Provide to DEO's Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and
- Request from DEO's Agreement Manager a Notice to Proceed.
DEO shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence on or before [DATE] (the "Commencement Date") and shall be completed on or before the fifth anniversary of the Effective Date (the "Completion Date"), unless terminated earlier. DEO shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to DEO upon DEO's request to DEO's satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, DEO may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2026, ("Expend by Date") shall be forfeited and shall revert back to DEO.

b. **DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS**.

1) Grantee shall undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to DEO that Grantee's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to DEO certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to DEO on or before the Commencement Date, DEO may, in its sole and absolute discretion, terminate this Agreement.

3) Grantee shall provide to DEO its written notification of either its intent to:

a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable state and federal statutes, rules, and

regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or

b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by DEO, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.

4) If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of Sections 255.0991 and 255.0992, F.S..

5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.

6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.

7) Grantee shall hire a qualified CCEI to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. DEO shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI firm may not be the same firm as that of the Engineer of Record for the Project.

8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $300,000 for each occurrence, and property damage insurance of at least $100,000 for each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of this Agreement, when it includes construction within the limits of a railroad right-of-way, Grantee must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2014), as amended.

10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it meets any other applicable standards.

11) Grantee shall expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the funds for the purchase or planting of any landscape, mitigation, the installation or relocation of utilities, for any legal action against the State or DEO, or costs associated with preparation of the Proposal.

12) Upon completion of the work authorized by this Agreement, Grantee shall notify DEO 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 as Exhibit F. The certification shall state that work has been constructed in compliance with the Project design 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. All deviations shall have had prior written approval from DEO in advance of the deviation being constructed.

13) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement. The terms of this provision shall survive the termination of this Agreement and may be enforced by DEO.

c. **RETURN ON INVESTMENT**. Grantee's failure to meet the Return on Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.

1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least [$AMOUNT] has been made and paid for by private businesses at the location of

the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Expend by Date falls (such date, the "Capital Investment Date").

2) Grantee shall certify that at least 150 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Expend by Date falls (such date, the "Job Creation Date").

3) Grantee shall certify that [NUMBER] Retained Jobs have been retained as a result of the Project, calculated as set forth in Section 13 of this Scope of Work.

d. **COMPLETION OF CONSTRUCTION:** Grantee shall complete the following tasks:

1) Design and Engineering

a. Complete project design in a manner consistent with the description in Section 1 of this Scope of Work.

b. Obtain any local or state permits required for the project, including any necessary permits from the local Water Management District, the Florida Department of Transportation or the Florida Department of Environmental Protection.

2) Construction

a. Build-out, renovation, and retrofit of the existing warehouse.

b. Construction of a dock and boat ramp.

3. DEO'S RESPONSIBILITIES: DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Grantee.

4. DELIVERABLES: Grantee shall provide the following services as specified:

Deliverable No. 1: Design and Permits		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete design, and permitting activities as described in Sections 1, 2.b, and 2.d.1 of this Scope of Work.	Grantee may be allowed reimbursement upon design plans and permitting in accordance with sections 2.b and 2d.1 of this Scope of Work, evidenced by submission to DEO's agreement of copies (in digital or hard copy format) of final design plans and copy of permits.	Failure to meet the minimum level of service for this Deliverable and Deliverable 2 shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026 shall be forfeited and shall revert back to DEO.
		DELIVERABLE NOT TO EXCEED: $1,000,000
Deliverable No. 2: Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the infrastructure activities as described in Section 1, 2.b and 2.d of this Scope of Work	Grantee may be allowed reimbursement upon completion of construction activities in accordance with sections 2b. and 2.d of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%.	Failure to meet the minimum level of service for this Deliverable and Deliverable 1 shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026 shall be

	Progress shall be evidences by submission of the following documentation: 1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; 2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	forfeited and shall revert back to DEO.
		DELIVERABLE NOT TO EXCEED: $2,963,120
TOTAL AMOUNT NOT TO EXCEED $3,963,120		

Cost Shifting: deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this agreement.

5. Additional Financial Consequences: The following financial consequences apply under the following circumstances:

a. RETURN ON INVESTMENT. If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then DEO will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. DEO has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If DEO makes such a demand for repayment, Grantee shall remit funds to DEO within twenty-four (24) months of such demand. In addition to any other remedies available to DEO, in the event that Grantee fails to remit such funds to DEO within twenty-four (24) months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. DEO will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. DEO shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate sanctions imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and DEO shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for $100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for $90,000, and the remaining $10,000 will be withheld.

c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), DEO hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by twelve (12) months. In the event that Grantee exercises the Option, within ten (10) business days of exercising the Option, Grantee shall pay to DEO a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to DEO written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon DEO's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

d. The Parties acknowledge and agree that the remedies set forth in this Section 5 constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by DEO would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each of the Parties further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that DEO will suffer or incur as a result of any such breach, and is not a penalty. Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions DEO would not enter into this Agreement.

6. REPORTING:

a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Reporting is due quarterly until the Expiration Date, or until Grantee meets the full completion of the ROI criteria set forth in Sections 2.c, whichever comes first. Quarterly reports are due to DEO no later than 30 calendar 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 September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in Section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.

b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

c. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

d. Follow-up Reports: By no later than January 31st of the year immediately following the year on which the ten (10) year anniversary of the Expend By Date falls, Grantee shall provide DEO with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment

made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf).

a. Grantee shall provide one invoice per _____ for all services rendered during the applicable period of time.
b. The following documents shall be submitted with the itemized invoice:
    1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
    2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
    3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
    4) Photographs of the project in progress and completed work;
    5) A copy of all supporting documentation for vendor payments;
    6) A copy of the cancelled check(s) specific to the project; and
    7) A copy of the bank statement that includes the cancelled check.
c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, DELIVERABLES, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's rights under this Agreement, at law, or in equity, including but not limited to, DEO's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by DEO; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

b. Grantee shall provide advance written notification to DEO, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, in DEO's sole discretion, to demand that Grantee reimburse DEO for part or all the funding provided to Grantee under this Agreement.

c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

    1) Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.

    2) If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created as a result of the Project.

1) New Job – means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, created as a result of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment as a result of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).
2) Retained Jobs – Retained Jobs are jobs that would have been eliminated or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.
3) Leased Employees – Leased employees may be counted toward Grantee's jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee's job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as New Jobs as they relate to the "fee-for-service" arrangement described below. Employees of a business that has entered into a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers' employees are generally not considered "New Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.
1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.
2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours *(1,820 hours per year divided by 12 months)* to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 *(35 hours x 52 weeks)* to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.
3) New Job Calculation – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.

c. **Determination of Capital Investment.** DEO accepts as capital investment so-called "hard" costs (such as construction and renovations of buildings, and acquisition of equipment) and "soft" costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

- End of Exhibit A (SCOPE OF WORK) -

Exhibit B

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal

program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A"

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. DEO at each of the following addresses:

   Electronic copies (preferred):
   Audit@deo.myflorida.com

   or

   Paper (hard copy):
   Department Economic Opportunity
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room

401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): Audit@deo.myflorida.com	or	Paper (hard copy): Department Economic Opportunity MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Exhibit B

FUNDING RESOURCESFEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	U.S. Treasury
Catalog of Federal Domestic Assistance Title	Coronavirus State and Local Fiscal Relief Fund
Catalog of Federal Domestic Assistance Number	21.027
Award Amount	**$**$3,963,120

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. DEO will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through DEO's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:
Federal Program: **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	
Catalog of State Financial Assistance Title	
Catalog of State Financial Assistance Number	

Award Amount	**$0.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

- Remainder of Page Intentionally Left Blank –

DEO **Agreement No.:**

Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____ Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

EXHIBIT D

INTENTIONALLY LEFT BLANK

DEO **Agreement No.:**

EXHIBIT E

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
and _____

PROJECT DESCRIPTION:
_____

DEO Agreement
No.
_____

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund 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 Florida Job Growth Grant Fund 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, Grantee shall furnish DEO a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Exhibit F

STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
   a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
   b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
   c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
   d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
   e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
   f. Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
   g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
   h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
   i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
   b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
   c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
   d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
   e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
   f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
   a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
   a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
   b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-045 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-045 - ACCEPTING FUNDING FROM THE FLORIDA JOB GROWTH INFRASTRUCTURE - DEPARTMENT OF ECONOMIC OPPORTUNITY - GRANT AGREEMENT - AMERICAN MAGIC HIGH PERFORMANCE MARITIME CENTER AT THE PORT OF PENSACOLA

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-045.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

United by a mandate to win the America's Cup, American Magic sailing team is developing a pathway for a generation of engineers, boatbuilders and technicians to enhance the marine industry in the United States and set Pensacola on a trajectory of being a leader on the world stage.

Buildout of existing Port of Pensacola warehouse #10, will allow American Magic, which has utilized the port on seasonal basis for training and development, to permanently relocate their operations, training, and boat building facility to the Port of Pensacola and creating 150 high wage jobs as a result.

As a requirement of the Governor's Job Infrastructure Growth Grant, the City of Pensacola will retain ownership of the facility and the complex will be leased to American Magic. And the new dock and boat ramp facility will be utilized by all port tenants.

PRIOR ACTION:

N/A

FUNDING:

Budget:	$ 3,963,120	Governor's Job Growth Infrastructure Grant
	$ 8,500,000	Triumph Gulf Coast
	$ 2,000,000	FDOT / FL Seaport Transportation Economic Development Fund (FSTED)
	$14,463,120	
Actual:	$ 1,446,312	Architecture and Engineering
	$13,016,808	Construction
	$14,463,120	Total

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/2/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Erica Grancagnolo, Economic Development Director
Clark Merritt, Port Director

ATTACHMENTS:

1) Supplemental Budget Resolution No 2023-045
2) Supplemental Budget Explanation No. 2023-045
3) Florida Job Growth Infrastructure Grant Agreement - Draft

PRESENTATION: No

RESOLUTION
NO. 2023-045

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

TO:	Federal Grants	3,963,120
As Reads	Capital Outlay	716,474
Amended To Read:	Capital Outlay	4,679,594

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

JUNE 2023 - SUPPLEMENTAL BUDGET RESOLUTION -DEPARTMENT OF ECONOMIC OPPORTUNITY -PORT GRANT AGRMT-AMERICAN MAGIC - RES NO. 2023-045

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
Federal Grants	3,963,120	Appropriate estimated revenue from Federal Grants - Accepting Funding From the FL Job Growth Infrastructure - DEO- Port Grant Agrmt - American Magic
Total Revenues	3,963,120	
Appropriations		
Capital Outlay	3,963,120	Increase appropriation for Capital Outlay
Total Appropriations	3,963,120	

FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and the ***City of Pensacola, Florida*** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes ("F.S.") Grantee submitted a proposal for funds;

WHEREAS, based on Grantee's submitted proposal and any amendments thereto (collectively, the "Proposal"), DEO has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the "Project") is necessary to facilitate the economic development and growth of the State;

WHEREAS, DEO has determined that Grantee's commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the "Grant Fund") pursuant to Section 288.101, F.S.;

WHEREAS, DEO is authorized to enter into this Agreement pursuant to section 288.101, F.S.. Grantee has authorized its officers to execute this Agreement on Grantee's behalf by Resolution or, alternatively, by other DEO-approved form of official authorization, a copy of which is attached as Exhibit E and made a part of this Agreement;

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

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
  - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee's Resolution**
- **Exhibit E: Notice of Completion and Engineer's Certification of Compliance**
- **Exhibit F: State and Federal Statutes, Regulations, and Policies;**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency;

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

AGREEMENT

1. TERM. This Agreement is effective as of the date on which DEO executes this Agreement (such date, the "Effective Date") and shall continue until the earlier to occur of (a) December 31, 2036 (such date, the "Expiration Date") unless an extension of the time period is requested by Grantee and granted in writing

by DEO prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by DEO in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. PERFORMANCE REQUIREMENTS: Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. TYPE OF AGREEMENT: This Agreement is a ***cost reimbursement*** agreement.

4. RELEASE OF FUNDS: DEO shall pay Grantee up to$3,963,120.00 (Three Million Nine Hundreded Sixty Three Thousand One Hundred Twenty Dollars and Zero Cents. in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by DEO. Grantee shall not use funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. DEO has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and DEO may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if DEO determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by DEO.

5. PAYMENTS TO GRANTEE:

a. Grantee shall provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s).

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

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

b. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due

to preparation errors will result in a delay of payment. DEO is responsible for all payments under this Agreement.

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

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

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

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

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

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

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

f. Grantee shall comply with all criteria stated in Exhibit A, SCOPE OF WORK, and final date by which such criteria must be met for completion of this Agreement.

g. This Agreement may not be renewed.

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

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

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

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

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event

which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

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

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

8. LAWS APPLICABLE TO THIS AGREEMENT:

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

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. DEO shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for

any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

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

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

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

g. Disclosure of Sponsorship: As required by s. 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

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

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

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

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

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

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

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

5) Information Release:

a) Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

b) If DEO does not possess a record requested through a public records request, DEO shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under s. 119.10, F.S.

c) Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

this Agreement term and following completion of this Agreement if Grantee does not transfer the records to DEO upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one business day from receipt of such request.

g) Grantee shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of s. 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

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

c) Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

7) Section 288.101, F.S.: Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of s. 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to DEO no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole and absolute

discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

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

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

11. AUDITS AND RECORDS:

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

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

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon DEO's request, Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@deo.myflorida.com. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of

business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

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

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

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

   ii. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

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

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

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

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

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. DEO will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

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

expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend DEO against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

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

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

e. In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Grantee shall provide to DEO a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

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

15. NONEXPENDABLE PROPERTY:

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

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without DEO's written permission; provided further that Grantee shall, at all times, follow DEO's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of this Agreement unless otherwise authorized in writing by DEO.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

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

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

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

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

2) Workers' Compensation and Employer's Liability Insurance: Grantee, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

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

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

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

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

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

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

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

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

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in s. 501.171, (1)(a), F.S.. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

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

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person,

firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

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

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

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

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

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

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

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

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

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

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

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

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor

instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties in order to be enforceable.

25. TIME IS OF THE ESSENCE: Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

26. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. TERMINATION: DEO may terminate this Agreement if:

a. DEO determines in its sole and absolute discretion that it is in the State's interest to do so;

b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;

c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;

d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24-hour written notice to Grantee. DEO shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;

e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee

fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by DEO of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if DEO exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within thirty (30) days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as DEO specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. DISPUTE RESOLUTION: Unless otherwise stated in Exhibit A, SCOPE OF WORK, DEO shall decide disputes concerning the performance of this Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

29. INDEMNIFICATION: (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

a. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for

any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold DEO harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to DEO for reimbursement for costs under this Agreement where DEO is imposing the financial consequences stated herein.

e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Economic Opportunity and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of $100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to

mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing DEO in DEO's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of DEO. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this

Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:	**Grantee's Agreement Manager**:
City of Pensacola	Insert Name of Grantee's Agreement Manager
222 W. Main St.	Insert street address here
Pensacola, Florida 32502	Insert city, state, zip
Phone: 850-435-1687	Insert telephone #
Email: erica@cityofpensacola.com	Insert email address

DEO's Agreement Manager:

Steve Weiland, CPM, FCCM
107 E Madison Street, MSC-80
Tallahassee, FL 32399
Phone :850-717-8961
Email: Steve.Weiland@DEO.MyFlorida.com

[*The remainder of this page has been intentionally left blank.*]

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties' duly authorized officials sign this Agreement.

DEPARTMENT OF ECONOMIC OPPORTUNITY		**CITY OF PENSACOLA**	
By	_____ Signature	**By**	_____ Signature
Title	**Merdith Ivey Acting Secretary**	**Title**	**D.C. Reeves Mayor**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

Exhibit A
SCOPE OF WORK

1. PROJECT DESCRIPTION: Section 288.101, Florida Statutes ("F.S."), established the Florida Job Growth Grant Fund (the "Program") to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded $3,963,120 for the design and construction of a dock and a boat ramp, and the design, build-out, and retrofit of an existing warehouse and supporting infrastructure at the Port of Pensacola to house advanced manufacturing/boat building, ocean sciences and maritime technology research and development, and marine industry testing. The proposed project will allow the Port of Pensacola to establish a High-Performance Maritime Center of Excellence and American Magic to firmly establish a long-term presence at the project site. Grantee shall certify that 150 new high wage jobs were created because of this project.

2. GRANTEE'S RESPONSIBILITIES:

a. **COMMENCEMENT AND TIMELINE**.

1) The Parties' execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.
DEO shall not reimburse Grantee for any work performed prior to the Effective Date unless DEO expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:
- Provide to DEO's Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and
- Request from DEO's Agreement Manager a Notice to Proceed.

DEO shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence on or before [DATE] (the "Commencement Date") and shall be completed on or before the fifth anniversary of the Effective Date (the "Completion Date"), unless terminated earlier. DEO shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date or complete work by the Expiration Date and, in each case, provide evidence of the same to DEO upon DEO's request to DEO's satisfaction. If construction in connection with the Project does not commence within two (2) years of the date of the Effective Date, DEO may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2026, ("Expend by Date") shall be forfeited and shall revert back to DEO.

b. **DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS**.

1) Grantee shall undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to DEO that Grantee's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to DEO certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to DEO on or before the Commencement Date, DEO may, in its sole and absolute discretion, terminate this Agreement.

3) Grantee shall provide to DEO its written notification of either its intent to:

a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable state and federal statutes, rules, and

regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or

b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by DEO, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.

4) If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of Sections 255.0991 and 255.0992, F.S..

5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.

6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.

7) Grantee shall hire a qualified CCEI to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time. DEO shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI firm may not be the same firm as that of the Engineer of Record for the Project.

8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

9) Grantee shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $100,000 per person and $300,000 for each occurrence, and property damage insurance of at least $100,000 for each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of this Agreement, when it includes construction within the limits of a railroad right-of-way, Grantee must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2014), as amended.

10) Grantee shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it meets any other applicable standards.

11) Grantee shall expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the funds for the purchase or planting of any landscape, mitigation, the installation or relocation of utilities, for any legal action against the State or DEO, or costs associated with preparation of the Proposal.

12) Upon completion of the work authorized by this Agreement, Grantee shall notify DEO 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 as Exhibit F. The certification shall state that work has been constructed in compliance with the Project design 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. All deviations shall have had prior written approval from DEO in advance of the deviation being constructed.

13) Upon completion of the Project, Grantee shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement. The terms of this provision shall survive the termination of this Agreement and may be enforced by DEO.

c. **RETURN ON INVESTMENT**. Grantee's failure to meet the Return on Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.

1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least [$AMOUNT] has been made and paid for by private businesses at the location of

the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Expend by Date falls (such date, the "Capital Investment Date").

2) Grantee shall certify that at least 150 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Expend by Date falls (such date, the "Job Creation Date").

3) Grantee shall certify that [NUMBER] Retained Jobs have been retained as a result of the Project, calculated as set forth in Section 13 of this Scope of Work.

d. **COMPLETION OF CONSTRUCTION:** Grantee shall complete the following tasks:

1) Design and Engineering

a. Complete project design in a manner consistent with the description in Section 1 of this Scope of Work.

b. Obtain any local or state permits required for the project, including any necessary permits from the local Water Management District, the Florida Department of Transportation or the Florida Department of Environmental Protection.

2) Construction

a. Build-out, renovation, and retrofit of the existing warehouse.

b. Construction of a dock and boat ramp.

3. DEO'S RESPONSIBILITIES: DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Grantee.

4. DELIVERABLES: Grantee shall provide the following services as specified:

Deliverable No. 1: Design and Permits		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete design, and permitting activities as described in Sections 1, 2.b, and 2.d.1 of this Scope of Work.	Grantee may be allowed reimbursement upon design plans and permitting in accordance with sections 2.b and 2d.1 of this Scope of Work, evidenced by submission to DEO's agreement of copies (in digital or hard copy format) of final design plans and copy of permits.	Failure to meet the minimum level of service for this Deliverable and Deliverable 2 shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026 shall be forfeited and shall revert back to DEO.
		DELIVERABLE NOT TO EXCEED: $1,000,000
Deliverable No. 2: Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the infrastructure activities as described in Section 1, 2.b and 2.d of this Scope of Work	Grantee may be allowed reimbursement upon completion of construction activities in accordance with sections 2b. and 2.d of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100%.	Failure to meet the minimum level of service for this Deliverable and Deliverable 1 shall result in non-payment. Any funds not expended under this Agreement by June 30, 2026 shall be

	Progress shall be evidences by submission of the following documentation: 1. Completed AIA Forms G702 and G703, signed by a licensed professional certifying to the percentage of project completion; 2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	forfeited and shall revert back to DEO.
		DELIVERABLE NOT TO EXCEED: $2,963,120
TOTAL AMOUNT NOT TO EXCEED $3,963,120		

Cost Shifting: deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this agreement.

5. Additional Financial Consequences: The following financial consequences apply under the following circumstances:

a. RETURN ON INVESTMENT. If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then DEO may demand, and Grantee shall repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then DEO will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. DEO has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If DEO makes such a demand for repayment, Grantee shall remit funds to DEO within twenty-four (24) months of such demand. In addition to any other remedies available to DEO, in the event that Grantee fails to remit such funds to DEO within twenty-four (24) months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. DEO will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. DEO shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate sanctions imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and DEO shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for $100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for $90,000, and the remaining $10,000 will be withheld.

c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), DEO hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Completion Date, the Job Creation Date, and the Capital Investment Date by twelve (12) months. In the event that Grantee exercises the Option, within ten (10) business days of exercising the Option, Grantee shall pay to DEO a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to DEO written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon DEO's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

d. The Parties acknowledge and agree that the remedies set forth in this Section 5 constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by DEO would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each of the Parties further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that DEO will suffer or incur as a result of any such breach, and is not a penalty. Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions DEO would not enter into this Agreement.

6. REPORTING:

a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Reporting is due quarterly until the Expiration Date, or until Grantee meets the full completion of the ROI criteria set forth in Sections 2.c, whichever comes first. Quarterly reports are due to DEO no later than 30 calendar 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 September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in Section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.

b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

c. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

d. Follow-up Reports: By no later than January 31st of the year immediately following the year on which the ten (10) year anniversary of the Expend By Date falls, Grantee shall provide DEO with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment

made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf).

a. Grantee shall provide one invoice per _____ for all services rendered during the applicable period of time.
b. The following documents shall be submitted with the itemized invoice:
    1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
    2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
    3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
    4) Photographs of the project in progress and completed work;
    5) A copy of all supporting documentation for vendor payments;
    6) A copy of the cancelled check(s) specific to the project; and
    7) A copy of the bank statement that includes the cancelled check.
c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, DELIVERABLES, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's rights under this Agreement, at law, or in equity, including but not limited to, DEO's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by DEO; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

b. Grantee shall provide advance written notification to DEO, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, in DEO's sole discretion, to demand that Grantee reimburse DEO for part or all the funding provided to Grantee under this Agreement.

c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

    1) Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.

    2) If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all the funding provided to Grantee under this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created as a result of the Project.

1) New Job – means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, created as a result of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment as a result of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).
2) Retained Jobs – Retained Jobs are jobs that would have been eliminated or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.
3) Leased Employees – Leased employees may be counted toward Grantee's jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee's job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as New Jobs as they relate to the "fee-for-service" arrangement described below. Employees of a business that has entered into a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers' employees are generally not considered "New Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.
1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.
2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours *(1,820 hours per year divided by 12 months)* to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 *(35 hours x 52 weeks)* to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.
3) New Job Calculation – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.

c. **Determination of Capital Investment.** DEO accepts as capital investment so-called "hard" costs (such as construction and renovations of buildings, and acquisition of equipment) and "soft" costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

- End of Exhibit A (SCOPE OF WORK) -

Exhibit B

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal

program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A"

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. DEO at each of the following addresses:

   Electronic copies (preferred):
   Audit@deo.myflorida.com

   or

   Paper (hard copy):
   Department Economic Opportunity
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room

401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): Audit@deo.myflorida.com	or	Paper (hard copy): Department Economic Opportunity MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Exhibit B

FUNDING RESOURCESFEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	U.S. Treasury
Catalog of Federal Domestic Assistance Title	Coronavirus State and Local Fiscal Relief Fund
Catalog of Federal Domestic Assistance Number	21.027
Award Amount	**$**$3,963,120

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. DEO will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through DEO's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:
Federal Program: **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	
Catalog of State Financial Assistance Title	
Catalog of State Financial Assistance Number	

Award Amount	**$0.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

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DEO **Agreement No.:**

Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____ Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

EXHIBIT D

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EXHIBIT E

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
and _____

PROJECT DESCRIPTION:
_____

DEO Agreement
No.
_____

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund 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 Florida Job Growth Grant Fund 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, Grantee shall furnish DEO a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Exhibit F

STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
   a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
   b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
   c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
   d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
   e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
   f. Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
   g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
   h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
   i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
   b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
   c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
   d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
   e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
   f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
   a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
   a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
   b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00276 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - PARKING RATE ADJUSTMENT

RECOMMENDATION:

That City Council approve a $2.00 increase to the to the daily maximum parking rate at the Pensacola International Airport garage and surface lots and a $1.00 increase to the daily maximum parking rate at the Pensacola International Airport economy lots, effective July 1, 2023.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Parking represents the largest single revenue source at Pensacola International Airport. In 2022, parking made up 38% of all non-airline revenue and 27% of all operating revenue. With the Airport's ongoing strategy to maximize non-airline revenue sources to minimize costs to airlines, it is crucial to review parking rates on a periodic basis.

In February 2023, the Airport's public parking facility operator, LAZ Florida Parking, LLC, reviewed the parking rate structure in place at Pensacola International Airport. Based on their review of rates at PNS and at other airports in the region, staff is proposing a $2.00 increase in the daily maximum rate at the garage and surface lots and a $1.00 increase in the daily maximum rate at economy lots. LAZ estimates that by increasing the daily maximum rate, an additional $1,532,155 in annual revenue will be generated. As outlined in their report, even with this increase, parking rates will continue to remain competitive with adjacent airports. In addition, as a courtesy to our customers, the Airport offers one-hour free parking at select locations. Below shows the current rate and the proposed rate.

Current:	Proposed:
Economy Lots: $2.00/hr.; $8.00/day	Economy Lots: $2.00/hr.; **$9.00/day**
Surface Lot: $2.00/hr.; $9.00/day	Surface Lot: $2.00/hr.; **$11.00/day**
Garage: $1.00/half hr.; $11.00/day	Garage: $1.00/half hr.; **$13.00/day**
Flight Crew: $90/month	Flight Crew: $90/month

With passenger numbers continuing to break historic records, the garage and main surface parking are full and close on almost a daily basis. Therefore, all patrons arriving at certain times are routinely

directed to the Airport's economy parking areas. In 2024, the Airport plans to begin development of additional economy parking to accommodate the needs of our residents and visitors. The proposed site for the additional parking is currently used during the holiday travel season as an overflow parking lot. The grass lot, which is located on Tippin Avenue just past Economy Lot 2, will be revamped to allow revenue-controlled access year-round. Once open, the increase in rates will help fund the additional cost associated with having the overflow parking lot open full time, including utility cost, additional shuttle service and maintenance cost. The additional revenue will also help fund the increased cost associated with parking due to inflation and current market conditions.

PRIOR ACTION:

July 11, 1991 - City Council adjusted the parking rates at the Pensacola Regional Airport to reflect the following. Short Term: $0.75/half hr.; $10.00/day and Long Term: $1.00 first 2 hours; $0.75 each additional 1/2 hour; $4.00/day; Flight Crew: $20/month.

April 10, 1997 - City Council approved parking rates for the future parking garage and modified surface parking at the airport to reflect the following. Surface: $2.00 first 2 hours; $1.00 each additional hour; $6.00/day and Garage: $1.00/half hr.; $7.50/day; Flight Crew: $20/month.

September 11, 2003 - City Council adjusted the parking rates at the Pensacola Regional Airport to reflect the following. Surface Lot: $2.00/hr.; $6.50/day Garage: $1.00/half hr.; $8.00/day Flight Crew: $20.00/month.

February 12, 2009 - City Council adjusted the parking rates at the Pensacola Gulf Coast Regional Airport to reflect the following. Shuttle Lot: $2.00/hr.; $8.50/day Surface Lot: $2.00/hr.; $8.50/day Garage: $1.00/half hr.; $10.50/day Flight Crew: $20.00/month.

March 23, 2013 - Mayoral approval to adjust the parking rates for Pensacola International Airport to reflect the following. Economy Lots: $2.00/hr.; $6.00/day Surface Lot: $2.00/hr.; $9.00/day Garage: $1.00/half hr.; $11.00/day Flight Crew: $90/month.

April 23, 2020 - City Council approve the establishment of a rate of $10 for the first five hours and $15 per day for valet parking services at the Pensacola International Airport.

April 22, 2019 - City Council adjusted the parking rates at the Pensacola International Airport to reflect the following. Economy Lots: $2.00/hr.; $8.00/day Surface Lot: $2.00/hr.; $9.00/day Garage: $1.00/half hr.; $11.00/day Flight Crew: $90/month.

FUNDING:

N/A

FINANCIAL IMPACT:

The rate adjustment is estimated to provide an additional $1,532,155 annually in non-airline revenue through parking concessions. This estimated increase could be impacted by Airline activity as well as any increase or decrease of the enplanement numbers.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/11/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1) Laz Parking, Rate Change Survey
2) Parking Diagram

PRESENTATION: No

April 28, 2023

Mr. Michael Laven, CPA, A.A.E.
Airport Administration & Contracts Manager
Pensacola International Airport
2430 Airport Blvd. Suite 225
Pensacola FL 32504

Dear Michael,

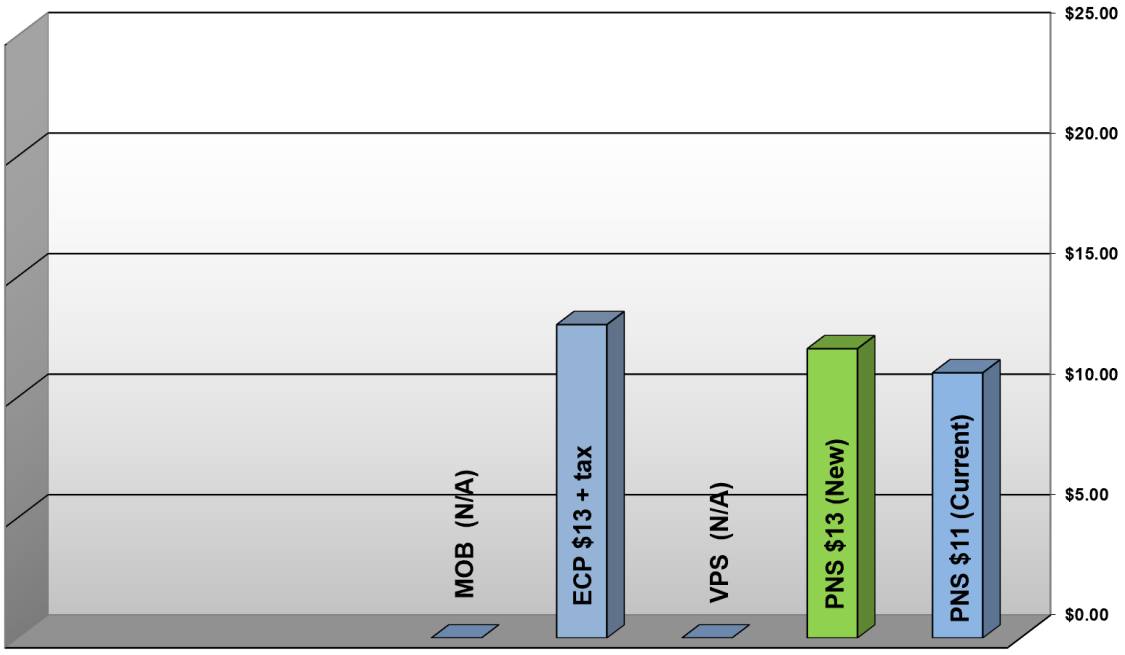
I hope you are doing well, per your request we ran another analysis based on the requested rates. Our estimate of that rate is below. We are also including the additional explanation of the process for you that was provided in the February letter.

One of the services that we provide to our clients is a review of their current parking rates. We look at where your rates are in comparison to those in your region. The purpose of this review is twofold. First, we want to ensure that your rates are in line with the other Airport's in your region. Secondly, if based on our experience and the regional review, we believe that the Airport could modify the rates we prepare an analysis of the financial impact of changing the parking rates.

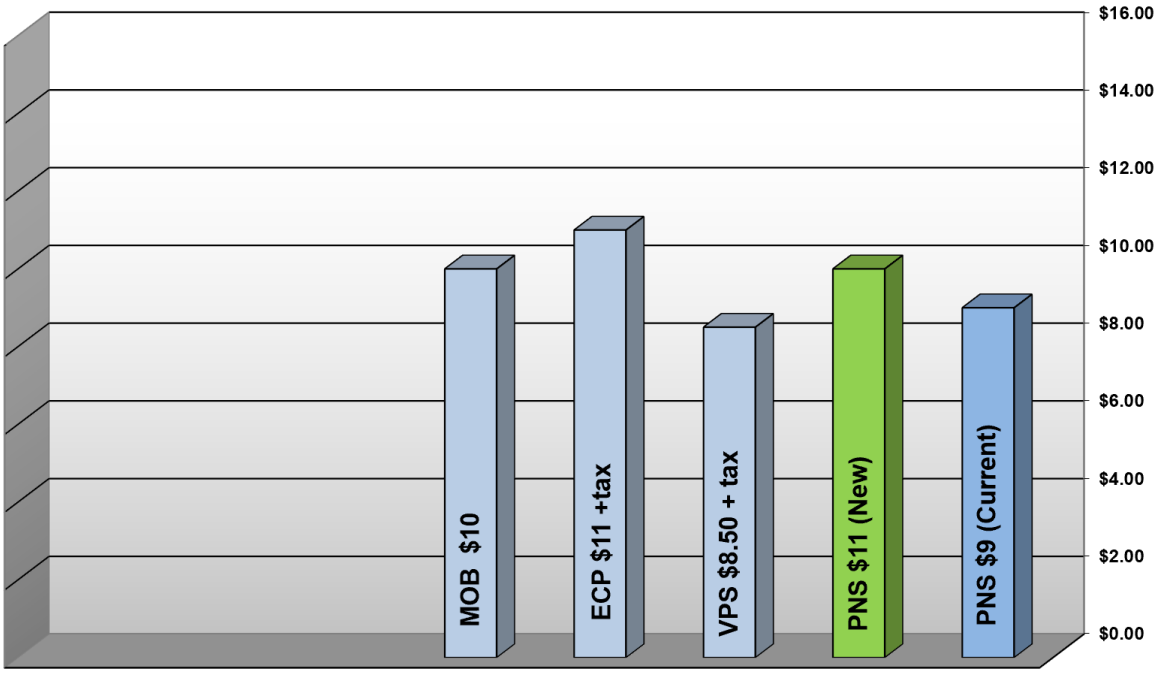
The Charts on the next pages show that the Airport has done an excellent job of keeping the parking rates in line with the other Airports in your region. It also shows a potential increase to the daily maximums in each of the parking rates should the Airport approve the recommended increase. We also looked at the incremental rates and feel that at this time there should be no adjustment to those rates.

Pensacola International Airport
Rate Change Survey
April 28, 2023

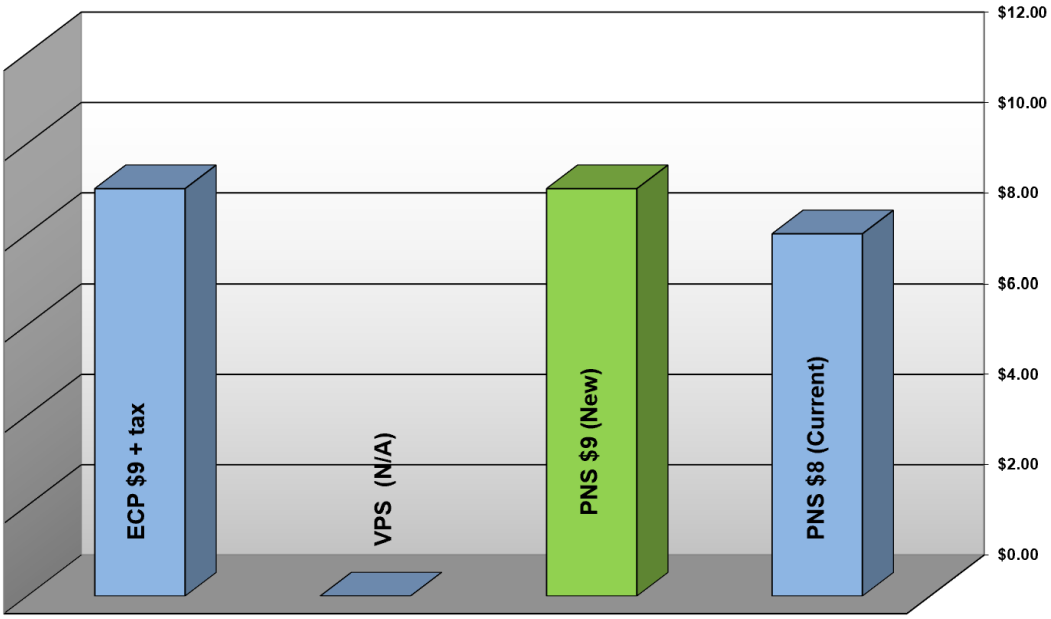
Short Term/Garage Parking Rates



Long Term/Surface Parking Rates



Economy Parking Rates



One of the factors we look at when proposing an increase to the Daily Maximum rates is where that would move you in your chart position. We do not recommend an increase that would change your overall position in the region. The only parking category where PNS does not have the lowest advertised parking rate is the Long Term/Surface lot. VPS has a face value lower parking rate than PNS, but both VPS and ECP do not include the additional 7% sales tax in any of their posted parking rates. So the customer pays the additional tax on top of the posted rate. For example, at VPS the customer is actually paying $8.50 plus $0.60 for a total rate of $9.10 per day. ECP also adds the tax to the daily rate, making their effective daily rates ($13.91, $11.77, and $9.63). While at PNS the posted rate includes tax.

After we determine that a potential increase is a viable recommendation, we then perform a financial projection. We use the historical transaction figures and revenue number from your airport in order to accomplish this task. For the PNS analysis we used January through October 2022 and then extrapolated out the annualized impact.

Pensacola International Airport
Rate Change Survey
April 28, 2023

Pensacola International Airport	Garage	Surface	Economy	
Gross Revenue (first 10 months of 2022 -January through October)	$ 3,253,443	$ 2,130,920	$ 1,693,781	
Revenue producing transactions - same period (divide)	111,005	88,043	103,215	
Average Ticket amount	$ 29.31	$ 24.20	$ 16.41	
Current Overnight rate (divide)	$ 11.00	$ 9.00	$ 8.00	
Average length of stay in days	2.66	2.69	2.05	
New Daily Rate (Increase of $2.00 Garage & Surface $1.00 in Economy Lots)	***$ 13.00***	***$ 11.00***	***$ 9.00***	
Extrapolated New Average Ticket amount	$ 34.64	$ 29.58	$ 18.46	
Revenue producing transactions (multiply)	111,005	88,043	103,215	
Extrapolated New Net Revenue	$ 3,844,978	$ 2,604,458	$ 1,905,504	**Net Change**
Projected Revenue Increase (10 months)	$ 591,535	$ 473,538	$ 211,723	$ 1,276,795
Annualized Revenue Increase Projection	$ 709,842	$ 568,245	$ 254,067	$ 1,532,155

Based on our analysis a $2.00 per day increase in the garage and surface lot and a $1.00 increase in the economy lots would result in an increase of approximately $1,532,155 annually. The above analysis does not include any monthly parking revenue impact and also removed the validation amounts from the projections. Now this increase could be impacted by Airline activity as well, any increase or decrease of the enplanement numbers will impact the forecast above.

If you have any questions, please let me know. I would be happy to come and present this information and any other to you and the staff.

Sincerely,

Don Barrett
Vice President, Airport Operations
LAZ Parking, Airport Services


ELECTRIC VEHICLE CHARGING STATIONS
PARKING GARAGE
SURFACE LOT
SURFACE LOT
ECONOMY LOT 1
ECONOMY LOT 2
ECONOMY LOT 3

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00451 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Allison Patton

SUBJECT:

SUPPORT FUNDING FOR CIVICCON

RECOMMENDATION:

That City Council support CivicCon with a one-year donation of $10,000.

HEARING REQUIRED: No Hearing Required

SUMMARY:

CivicCon facilitates civic engagement that makes our community better. This is done through:

- The attraction of national experts to a speaker series that explores what "great" looks like and how others have overcome challenges in their communities.
- Encouragement of a Strong Town approach of continuous incremental improvement for our community to create a vibrant and affordable place where "the good stuff" in our community is available to all.
- Offering Civic Engagement Courses that increase the knowledge base and skill set for people who want to be engaged in public affairs and work to make this a stronger place to live, invest, grow, and prosper.
- Working to ensure local elected officials understand the importance of transparency as well as the power local government gains from encouraging and embracing civic engagement by informed citizens.
- Mentoring civic-minded individuals and groups to move ahead small and big projects that make life better for others.

CivicCon's impact in our area can be seen in a variety of areas and accomplishments.

More than 500 citizens participated in the creation of a Downtown Pensacola Waterfront Framework Plan and then encouraged City Council to approve its first phase with the development of Bruce Beach Park.

A nationally recognized expert came to Pensacola to meet with local officials, concerned citizens and homeless providers to help the community better understand next steps to address homelessness.

A Town Hall arranged by CivicCon shared best practices for the operation of a Children's Trust in Florida before Escambia County Children's Trust officially launched.

This item provides support for CivicCon in the form of a $10,000 donation, whose impacts has the potential to affect many different areas within the City in a positive manner, providing a clear public benefit.

PRIOR ACTION:

None

FUNDING:

Budget:	$ 10,000	Office of the City Council Professional Services
Actual:	$ 10,000	CivicCon Donation

FINANCIAL IMPACT:

There is sufficient available budget within the Office of City Council's Professional Services line item to fund this donation.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-047 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2023-047 - ACQUISITION OF REAL PROPERTY AT 2305 WEST CERVANTES STREET WITH COMMUNITY REDEVELOPMENT AGENCY (CRA) FUNDS

RECOMMENDATION:

That City Council adopt Resolution No. 2023-047:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE WESTSIDE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING THE EXPENDITURE OF CRA FUNDS TO ACQUIRE CERTAIN REAL PROPERTY THEREIN LOCATED AT 2305 WEST CERVANTES STREET IN FURTHERANCE OF THE PURPOSES ESTABLISHED IN CHAPTER 163, PART III, FLORIDA STATUTES AND THE WESTSIDE REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 2305 West Cervantes is the site of the Pensacola Motor Lodge, an older 30-room motel located near the western edge of the City limits. The parcel is approximately 1.57 acres and zoned C-3 (Commercial). A preliminary search of public records did not appear to show any current or pending liens or litigation involving the parcel as of April 2023. In March 2023, staff contacted Justin Beck of Beck Partners regarding the availability of several older drive-up style motels, as per the City's list of qualified commercial real estate professionals.

Funds under CRA's purview are available to purchase this property, which is located in the Westside Redevelopment Area. The Westside CRA Plan specifically states as an activity under 1B, Neighborhood Activity Corridor: Cervantes Street to "encourage adaptive reuse of vacant and underutilized parcels (old-motel cottages)." This acquisition is also part of the Mayor's initiative of the potential reuse of these sites in further support of increasing attainable housing units.

Part of the overarching CRA purpose as well is to remove blight situations. For example, Pensacola Motor Lodge has received over 2,300 responses from Pensacola Police Department over the last 10 years.

After receiving confirmation from the broker of the availability of this property, Frutticher-Lowery Appraisal Group conducted an appraisal in April 2022, and the appraised value of the property is $855,000. The owner has accepted the City's offer of the appraised amount. As a caveat of the sale, the property must be free of renters prior to closing. Due to the possibility of long-term renters utilizing the motel as a de facto residence, there may be the opportunity for the City to provide some assistance towards relocation - the "other potential costs" of the Recommendation section. Also, a Phase I Environmental Site Assessment (ESA) will be completed prior to closing, as part of the due diligence per the City's Property Acquisition Policy.

PRIOR ACTION:

None

FUNDING:

Budget:	$ 855,000	2017 Westside Bond Proceeds
	145,000	Westside TIF or 2017 Westside Bond Proceeds
	$ 1,000,000	
Actual:	$ 855,000	Property Purchase
	145,000	Est. Closing, Brokerage, Other Potential Costs
	$ 1,000,000	

FINANCIAL IMPACT:

Funds are available from the 2017 Westside Redevelopment Bonds and the Westside TIF Fund. Funding from the bonds is derived from the former Lee St/W. Moreno Stormwater Park Improvement project which has been discontinued. All or a portion of closing costs may be paid by Westside TIF funds subject to the restrictions on the bonds. With the acquisition of the property and subsequent reuse, the City and CRA will receive the benefit of the redevelopment being added to the tax rolls.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/6/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director
Victoria D'Angelo, CRA Division Manager
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1) Resolution No 2023-047

PRESENTATION: No

RESOLUTION NO. 2023-047

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE WESTSIDE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING THE EXPENDITURE OF CRA FUNDS TO ACQUIRE CERTAIN REAL PROPERTY THEREIN LOCATED AT 2305 WEST CERVANTES STREET IN FURTHERANCE OF THE PURPOSES ESTABLISHED IN CHAPTER 163, PART III, FLORIDA STATUTES AND THE WESTSIDE REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Constitution of the State of Florida, the Community Redevelopment Act of 1969 codified in Part III, Chapter 163, Florida Statutes (the "Act"), Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

(A) On September 25, 1980, the City Council (the “City Council”) of the City of Pensacola, Florida (the “City”) adopted Resolution No. 55-80 which created the Community Redevelopment Agency (the “Agency”) of the City of Pensacola, Florida and declared the City Council to be the Agency as provided in Section 163.357, Florida Statutes.

(B) Pursuant to Resolution No. 04-07 enacted on January 25, 2007, the City Council designated the boundaries and found and determined that an area designated therein as the “Westside Community Redevelopment Area” (the “Redevelopment Area”) is a blighted area as therein described.

(C) On May 24, 2007, the City Council adopted Resolution No. 13-07, which adopted the Westside Community Redevelopment Plan, (the "Redevelopment Plan").

(D) On January 17, 2008, the City Council enacted Ordinance No. 01-08 which created and established the Westside Redevelopment Trust Fund (the “Trust Fund”).

(E) On August 28, 2014, the City Council adopted Ordinance No. 31-14, which amended the Redevelopment Plan by repealing and reestablishing the base year for appropriations to the Trust Fund.

(F) On August 10, 2017, the City Council adopted Resolution No. 17-38 which authorized issuance of the City's Westside Redevelopment Revenue Bond, Series 2017 (the "Series 2017 Bond") to finance community redevelopment projects in the Redevelopment Area, in furtherance of the Redevelopment Plan, and provided that the Series 2017 Bond would be payable from and secured by tax increment revenues paid

into the Trust Fund and conveyed by the Agency to the City for payment of the Bond pursuant to interlocal agreement between the Agency and the City.

(G) The acquisition of property for commercial, mixed use and/or attainable housing redevelopment, preservation and conservation of the district and remediation of blight in the Redevelopment Area is contemplated by and is an objective of the Redevelopment Plan and Chapter 163, Part III, Florida Statutes.

(H) Jai Hanuman Motel, Inc. (the "Seller") owns a parcel of real property located in the Redevelopment Area, at 2305 West Cervantes Street, Pensacola, Florida, Parcel ID# 000S009060010173 (the “Property) and has agreed to sell the Property to the City for the appraised value of $855,000.

(I) The City of Pensacola, Florida hereby determines that acquisition of the Property will facilitate the goals and objectives of the Redevelopment Plan and Chapter 163, Part III, Florida Statutes.

SECTION 3. PURCHASE OF THE PROPERTY AUTHORIZED.

(A) The City hereby determines that it is necessary and in the best interests of the health, safety and welfare of the City, the Redevelopment Area and the inhabitants thereof to acquire the Property, that such acquisition shall advance the community redevelopment objectives of the Redevelopment Plan and shall constitute and serve the purposes of "community redevelopment" within the meaning of and in accordance with the Act, and such acquisition is hereby authorized.

(B) The cost to acquire the Property shall be paid with CRA funds consisting of Trust Fund revenues.

(C) Upon acquisition of the Property, the Property shall be utilized by the City solely to further the goals and objectives of the redevelopment plan and Chapter 163, Part III Florida Statutes and will be used for such purposes, including but not limited to affordable housing and preservation and conservation of the district. Any conveyance of the Property, or portion thereof, by the City to a third party for such purposes shall be conveyed with instrument(s) effectuating such conveyance, which may include restrictions upon, and covenants, conditions, and obligations assumed by, the third party to ensure that the Property is developed and/or used for the purposes outlined in Chapter 163, Part III, Florida Statutes and the then effective Urban Core Redevelopment Plan.

(D) The Chairperson of the City Council is hereby authorized and directed to take all actions necessary to effectuate the provisions of this Resolution.

SECTION 4. SEVERABILITY. If any one or more of the provisions of this Resolution should be held contrary to any express provision of law or shall for any reason whatsoever be held invalid by a court of competent jurisdiction, then such provisions shall be null and void and shall be deemed separate from the remaining provisions of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. 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.

Adopted: _____, 2023

[SEAL]

Approved:

_____

Delarian Wiggins, President

ATTEST:

_____

Ericka L. Burnett, City Clerk

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-042 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-042 - LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT - GULF COAST KIDS HOUSE PARENT CHILD INTERACTION THERAPY

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 2023-042.

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 Law Enforcement Trust Fund was established by City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016, details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Department of Justice guide to Equitable Sharing designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department is requesting $3,000.00 to be appropriated from the Law Enforcement Trust Fund (LETF) for the purpose of donating to Gulf Coast Kids House (GCKH) Parent Child Interaction Therapy (PCIT) training. The funding will provide a five-day (40 hr) training for licensed mental health counselors at GCKH, as well as follow-up consultation through the completion of two cases.

Parent Child Interaction Therapy (PCIT) is a dyadic behavioral intervention for children ages 2-7 and their caregivers that focuses on decreasing externalizing child behavior problems, increasing child social skills and cooperation, and improving the parent-child attachment relationship. It teaches parents traditional play-therapy skills to use as social reinforcers of positive child behavior and traditional behavior management skills to decrease negative child behavior. The coaching provides

parents with immediate feedback on their use of new parenting skills which enables them to apply the skills correctly and master them rapidly. PCIT is time-unlimited; families remain in treatment until parents have demonstrated mastery of the treatment skills and rate their child's behavior as within normal limits on a standardized measure of child behavior. Treatment length varies but averages about 14 weeks with hour-long weekly sessions.
PCIT is ideal for Gulf Coast Kids House (GCKH) because abusive parents are characterized by high rates of negative interaction, low rates of positive interaction, and limited and ineffective parental disciplining strategies. At the same time, physically abused children have been reported to be aggressive, defiant, non-compliant, and resistant to parental direction. These two behaviors create a negative interaction pattern that PCIT negates. This intervention has been proved effective in physical abuse situations because it targets the specific deficits often found within physically abuse parent-child relationships that can lead to maltreatment. This training will help families improve their interactions with one another to keep them out of the system and reduce crimes/maltreatments.

The Chief of Police has certified that this request complies with the statutory requirements of Florida Statute 932.7055 and that the funds appropriated will be used for the qualifying purpose(s) of crime prevention.

PRIOR ACTION:

None

FUNDING:

Budget: $3,000
Actual: $3,000

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the funds in the Law Enforcement Trust Funds for these purposes. There is no impact to the General Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/15/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2023-042
2. Supplemental Budget Explanation No. 2023-042
3. Letter of Certification

PRESENTATION: No

RESOLUTION
NO. 2023-042

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. LAW ENFORCEMENT TRUST FUND

To:	Fund Balance	3,000
As Reads:	Operating Expenses	214,210
Amended To Read:	Operating Expenses	217,210

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

JUNE 2023 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2023-042

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	3,000	Increase appropriated fund balance
Appropriations		
Operating Expenses	3,000	Increase appropriation for Operating Expenses
Total Appropriations	3,000	

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

Item	Description of Requested Items	Amount
1	Gulf Coast Kid's House - Parent Child Interaction Therapy	$3,000
	Total Requested	$3,000

Eric Randall, Chief of Police

5/3/2023
Date

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 14-23 City Council 6/15/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

PROPOSED ORDINANCE NO. 14-23, REPEALING ORDINANCE NO. 38-14, HEREBY ABOLISHING THE INTERNATIONAL RELATIONS ADVISORY BOARD

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 14-23 on first reading:

AN ORDINANCE REPEALING ORDINANCE NO. 38-14 OF THE CITY OF PENSACOLA, FLORIDA IN ITS ENTIRETY, ABOLISHING THE INTERNATIONAL RELATIONS ADVISORY BOARD; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In November of 2006, by City Council action, the International Relations Advisory Board was authorized. In October of 2014, through Ordinance No. 38-14, the International Relations Advisory Board was established via ordinance; however that ordinance was not codified.

In the board's recent functioning, direct contact with the Mayor and/or Mayor's Office has been used in fulfilling the board's mission. With the creation of the Cultural Affairs Office, it is believed that working directly with Cultural Affairs to help plan cultural exchange visits and events that showcase the multi-cultural aspects of Pensacola would be the most efficient and effective use of the individuals currently serving on the board. To this end, the International Relations Advisory Board, a Council created board, will be abolished, and those wishing to continue service to the city will be called upon to work with the Cultural Affairs office to create a more cohesive and effective use of the talents of board members and will allow the ability for greater impact and assistance to the City.

PRIOR ACTION:

November 9, 2006 - By City Council action, the International Relations Advisory Board was authorized.

October 9, 2014 - City Council adopted Ordinance No. 38-14, creating the International Relations

Advisory Board. This ordinance was not codified.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Proposed Ordinance No. 14-23

PRESENTATION: No

PROPOSED
ORDINANCE NO. 14-23

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE REPEALING ORDINANCE NO. 38-14 OF THE CITY OF PENSACOLA, FLORIDA IN ITS ENTIRETY, ABOLISHING THE INTERNATIONAL RELATIONS ADVISORY BOARD; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Ordinance No. 38-14 of the City of Pensacola, Florida, adopted by the City Council on October 9, 2014, entitled:

AN ORDINANCE ESTABLISHING THE CITY OF PENSACOLA INTERNATIONAL RELATIONS ADVISORY BOARD; PROVIDING FOR ITS PURPOSE, MEMBERSHIP, COMPOSITION, OFFICERS, AND MEETING PROCEDURES; PROVIDING SEVERABILITY CLAUSE; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

is hereby repealed.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk