

Add-on discussion item - Supplied by Todd Harris.

**MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN
THE CITY OF PENSACOLA AND
VETERANS MEMORIAL PARK FOUNDATION OF PENSACOLA, INC.**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of October 2020, by and between the City of Pensacola ("City"), a municipal corporation of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Veterans Memorial Park Foundation of Pensacola, Inc. ("Recipient"), a non-profit corporation authorized to do business in the State of Florida, located at 1017 North 12th Avenue, Pensacola, Florida 3250, and having the Federal Tax Identification Number of 46-3073405. City and Recipient are collectively hereinafter referred to as the "Parties" and individually as "Party" hereinafter.

WITNESSETH:

WHEREAS, the City is authorized under Section 166.021, Florida Statutes, to perform those acts, including the expenditure of public funds which serve a municipal purpose; and

WHEREAS, Recipient serves the residents of Pensacola by providing restroom facilities at the Veterans Memorial Park located in the City of Pensacola; and

WHEREAS, Recipient's services benefit the City's welfare and the civic good; and

WHEREAS, in order to preserve and expand such services, Recipient has requested the appropriation of City public monies to it; and

WHEREAS, as contribution towards the preservation and expansion of such services, City has appropriated from the General Fund's Fiscal Year 2021 budget, the sum of \$50,000 to fund, subject to the terms and conditions herein, Recipient's work program ("Scope of Services") generally described as:

Providing restroom facilities at the Veterans Memorial Park

as provided in Exhibit A attached hereto and incorporated by reference herein; and

WHEREAS, as a condition of the acceptance of such funds, Recipient warrants the undersigned representative of the Recipient is authorized to sign this Agreement binding it; and

WHEREAS, given the above, City has determined that said expenditure of City monies serves a municipal purpose in advancing the health, safety, and general welfare of the residents of Pensacola;

NOW, THEREFORE, IN CONSIDERATION of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged by the Parties, and specifically the appropriation and disbursement of funds by City and the services to be provided by Recipient, and the mutual covenants herein, the Parties do hereby agree as follows:

Section 1. Recitals.

The Parties acknowledge and agree that the recitals above are true and correct and are hereby incorporated in this Agreement.

Section 2. Authority to Contract.

Recipient acknowledges and agrees that pursuant to the Charter of the City of Pensacola, upon approval of appropriations by the City Council, the Mayor is the public official with responsibility and authority to administer and enforce the provisions of this Agreement and that the Mayor may do so through such designees as he may deem appropriate. For the purposes of making disbursements, reviewing performance, acquiring information, performing audits, and such other tasks as may be deemed appropriate, the Mayor hereby designates the Finance Director of the City and such members of the City's Finance Director's staff as he may appoint, to fulfill the responsibilities of administration of this Agreement.

Section 3. Restrictions on Use of Funds.

Recipient shall:

- a. expend the funds allocated to Recipient under this Agreement solely for the purposes contemplated herein in Exhibit A; and
- b. return to City, within fifteen (15) days of demand, all City funds paid to Recipient upon the City's Finance Director's determination that Recipient's provision of services or performance under this Agreement has been unsatisfactory or that Recipient has not complied with any federal, state, or local law, rule, regulation, resolution or policy; and
- c. return to City all funds expended for disallowed expenditures as determined by the City's Finance Director's, including but not limited to:
 - i. payments for debts such as losses arising from uncollectible accounts, other claims, and related costs;
 - ii. payments for contingencies including contributions to a contingency reserve or any similar provisions for unforeseen events;
 - iii. contributions or donations unless otherwise expressly provided for in this Agreement;
 - iv. payments of entertainment costs such as amusements, social activities, or any direct or incidental costs relating thereto, including meals, beverages, lodgings, rentals, transportation, and gratuities;
 - v. payments of fines or penalties, including but not limited to any amounts due to non-compliance with any federal, state, and local laws, regulations, or policies;

- vi. payments for legislative lobbying or other political expenses, or any related expenses or contributions;
 - vii. payments of interest or other financial costs, including but not limited to interest on borrowings of any kind or representation, bond discounts, costs of financing and refinancing operations, legal or professional fees paid, or costs related to or in connection therewith; and
- d. maintain a separate and complete accounting of City funds.
 - e. understand this is a one-time donation for the sole purpose listed in Exhibit A.
 - f. funds will only be released when the Veterans Memorial Park Foundation of Pensacola, Inc. has demonstrated it has 100% funding on-hand necessary to complete this project.

Section 4. Release of Funds.

Upon compliance with the foregoing provisions, City agrees to pay to Recipient the sum total of \$50,000 for successful completion of the Scope of Services, such payment to be made as provided in the payment procedures described in Exhibit B attached hereto and incorporated herein by this reference.

Section 5. Equipment Inventory.

Recipient shall create and annually maintain an inventory record for any equipment having a unit cost of \$1,000.00 or greater, purchased hereunder, or purchased under previous miscellaneous appropriation agreements between Recipient and City. Upon the expiration of the useful life of such equipment, or termination of Recipient's performance of the Scope of Services for any cause, whichever occurs first, Recipient shall, in the sole determination of the City's Finance Director, transfer to City such equipment free and clear of all liens and encumbrances, or disposed of such equipment as authorized in writing by the City's Finance Director.

Section 6. Records and Accounts.

Recipient shall keep records and accounts of Recipient's financial affairs in accordance with the terms and conditions of this Agreement. Recipient shall make all such records and accounts available for examination and audit by the City's Finance Director. Recipient shall produce all documents required by such auditors representing the City's Finance Director, and further, shall furnish to the City's Finance Director any audit report, and management letter of Recipient's financial affairs made by any independent certified public accountant for Recipient's fiscal year ending within the current fiscal year of the City. Recipient shall furnish such documentation in no less than one hundred twenty (120) days of the close of Recipient's fiscal year.

Section 7. Term and Termination.

The Parties agree the term of this Agreement will commence on the 1st day of October 2020 and will terminate on the 30th day of September 2021. The Mayor or the City's Finance Director may terminate this Agreement for convenience upon thirty (30) days prior written notice of such termination to Recipient. Recipient's obligations under this Agreement regarding Recipient performance or use of funds shall survive the termination of this Agreement, such obligations specifically including Section 1, Section 3 and Section 4 herein.

Section 8. No Sub-Contracting.

Recipient shall not enter into subcontracts or subgrants for the performance of the Scope of Services under this Agreement, unless Recipient ascertains prior written approval from the City's Finance Director. Upon request of the City's Finance Director's, the Recipient shall furnish the City's Finance Director a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the City's Finance Director.

Section 9. Progress Reports.

Recipient shall provide the City's Finance Director with semi-annual narrative progress reports on Recipient's performance of the Scope of Services described in Exhibit A. Such reports shall include, upon request by the City's Finance Director, basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A. Disbursement of payments to Recipient will be contingent upon prior receipt by the City's Finance Director of the required report which is due semi-annually.

Section 10. Accomplishment Reports.

The appropriation of funds to Recipient is contingent upon Recipient having submitted a report of Recipient's accomplishments during Recipient's most recently completed fiscal year in Recipient's application to the Mayor for funding. Recipient shall have highlighted any accomplishments that were funded in whole or in part by funds provided by the City in such report. A copy of that report is attached hereto as Exhibit C and incorporated herein by this reference.

Section 11. Approved Budget.

Recipient acknowledges and agrees that any changes to Recipient's approved budget in Exhibit A shall have prior written approval by the City's Finance Director. Notwithstanding the foregoing or anything to the contrary, nothing herein shall be interpreted or construed to authorize or allow any expenditure or obligation of funds in excess of the appropriated and authorized by this Agreement above.

Section 12. Return of Unspent Funds.

Any funds not spent towards services or goods received for the operation of the program through September 30, 2021 shall be returned to the City in one of the methods described below. Under no circumstance shall unspent funds be carried forward to be used in future years.

In the event Recipient should receive a miscellaneous appropriation from the City in the next fiscal year, Recipient acknowledges that the City's appropriation for the new fiscal year, in the sole discretion of the City's Finance Director, may be reduced by the amount of any funds provided by the City for the operation of the program through September 30, 2021 that are residual funds remaining unspent.

In the event Recipient should not receive a miscellaneous appropriation from the City in the next fiscal year or the appropriation for the new fiscal year is not reduced as described above, Recipient shall return to City, in the form of a negotiable instrument and not later than ninety (90) days after the close of this fiscal year, any funds provided by the City for the operation of the program through September 30, 2021 that are residual funds remaining unspent.

Section 13. Governing Law, Venue.

The law of the State of Florida shall be the law applied in the resolution of any action, claim or other proceeding arising out of this Agreement. Venue for any claim, action or proceeding arising out of this Agreement shall be in Escambia County, Florida.

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. Operations and maintenance

The recipient shall be responsible to operate, maintain, and keep restrooms at Veterans Memorial Park in good condition. Precaution shall be exercised by the recipient for the protection of all persons, including employees, and property from harm caused by negligent acts or omissions of the recipient. Recipient 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 recipient shall not be deemed to be an agent of the City.

Section 16. Insurance, Indemnification, and hold harmless.

The recipient shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the recipient and persons employed or utilized by the recipient in the performance of this appropriations agreement. The recipient shall name the City of Pensacola as an additional insured on recipient's commercial general liability policy with minimum limits of one million dollars (\$1,000,000) per occurrence. Recipient agrees to request any contractor or subcontractor hired by recipient and in connection to this appropriations agreement to provide evidence of commercial general liability of one million dollars (\$1,000,000) per occurrence naming

both the recipient and City as additional insured and proof of workers compensation as legally required. The recipient's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the recipient's coverage. Certificates of insurance shall be mailed to:

City of Pensacola
Attn: Risk Management
222 W. Main St.
Pensacola, FL 32502

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year first above written.

ATTEST:

Ericka L. Burnett

Ericka L. Burnett
City Clerk



CITY OF PENSACOLA

[Signature]

Kerith Fiddler
OU=Office of the Mayor, O=City of
Pensacola, CN=Kerith Fiddler,
E=kfiddler@cityofpensacola.com
your signing location here for
2021-03-08 14:46:56

Grover C. Robinson, IV
Mayor

ATTEST:

[Signature]
By: Corporate Secretary

Veterans Memorial Park Foundation of
Pensacola, Inc.

[Signature]
By: President

Legal in form and

[Signature] William D Wells
Deputy City
Attorney
2021-03-05 15:17:14

Susan A. Woolf, City Attorney

Exhibit A

Scope of Work and Approved Budget

Scope of Work: Restroom Site Work Vm P

Funding of restroom facilities at the Veterans Memorial Park for the citizens of Pensacola.

Approved Budget: \$50,000.00

Salaries, Benefits	\$	N/A
Supplies	\$	N/A
Travel	\$	N/A
Utilities	\$	
Equipment	\$	N/A

Other Recurring Costs:

	\$	N/A
	\$	N/A
	\$	N/A
	\$	N/A

Total Other Recurring Costs \$ N/A

Other Non-recurring costs:

Advertising Costs/PR	\$	N/A
	\$	

Total Other Non-Recurring Costs \$ N/A

GRAND TOTAL See Attached B.C. Proposal \$ 69,805.00

PHOENIX COATINGS

A Structural Restoration Company

WATERPROOFING • CONCRETE RESTORATION • BUILDING RECONSTRUCTION

Providing Innovative Services to Our Clients Since 1988

January 14, 2021

Mr. Pete McKanna, USMC Retired
Veterans Memorial Park Foundation of Pensacola
Pensacola, FL
Transmitted Via Email: peter.mckanna@gmail.com

RE: Restroom Sitework

Dear Mr. McKanna,

Phoenix Coatings is honored to be receiving a request to price the site work for the new restroom facility that is being installed at the Veteran's Memorial Park.

Our Scope of work will be:

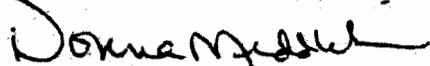
- ☐ Install 6" Thick reinforced concrete pad
- ☐ Install necessary plumbing
- ☐ Install water re-pressurization system to maintain 40-60 PSA
- ☐ Install 1 1/4" secured water outlet
- ☐ Provide & Install trailer "skirting"
- ☐ Install necessary electric service

Our Lump Sum Price.....\$ 69,805.00

We appreciate the opportunity to offer pricing on this project and hope to be selected as your contractor of choice to perform the work. If you have any questions or need any further information please don't hesitate to let me know.

Sincerely,

PHOENIX COATINGS, INC.



Donna Middleton
Business Development Manager

STATE CERTIFIED GENERAL CONTRACTORS
ALABAMA 17674 • FLORIDA CG C061897 • MISSISSIPPI 11719



Exhibit B

Simultaneous to execution of this Agreement, Recipient shall provide to the Financial Services Department a current, fully completed W-9 form.

It is the responsibility of Recipient to be aware of and abide by the terms and conditions of this Agreement throughout the duration of the Agreement and any surviving terms.

Recipient shall submit to the Financial Services Department any and all invoices, in accordance herewith, requesting reimbursements. Recipient's invoice documentation shall be complete in the sole determination of the City's Finance Director and submitted to the Financial Services Department for the payment process to begin. Invoice documentation shall include all supporting documentation, including but not limited to, canceled checks showing proof of payment by Recipient for the expense incurred per approved budget expenditures. At the discretion of the City's Finance Director, a limited amount of funds may be advanced in order to facilitate Recipient's cash flow.

Recipient acknowledges invoice documentation received by the Financial Services Department, by 5:00 p.m. on the third (3rd) day of each month may be paid by the tenth (10th) day of each month, provided the City's Finance Director finds, in the City's Finance Director's sole discretion, no discrepancies or omissions in the documentation. Checks are to be mailed directly to a vendor's remittance address indicated on the invoice.

Exhibit C

Prior Year Accomplishments Report

Attachment "A"

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

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

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

**IF CONSULTANT/CONTRACTOR/VENDOR HAS
QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE
CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT:**

**THE OFFICE OF THE CITY CLERK, (850) 435-1715
PUBLICRECORDS@CITYOFPENSACOLA.COM
222 WEST MAIN STREET, PENSACOLA, FL 32502**



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Master

File Number: 2021-07

File ID: 2021-07

*Type: Resolution

Status: Passed

Version: 1

Attorney
Review::

*Meeting Body: City Council

File Created: 01/29/2021

Subject:

Final Action: 02/11/2021

Title: SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-07 - VETERANS
MEMORIAL PARK FOUNDATION OF PENSACOLA DONATION

Sponsors: Grover C. Robinson, IV

Enactment Date: 02/18/2021

Attachments: Supplemental Budget Resolution No. 2021-07,
Supplemental Budget Explanation No. 2021-07, Letter
from the Veterans Memorial Park Foundation

Enactment Number: 2021-07

Recommendation:

Hearing Date:

Entered by: ymclellan@cityofpensacola.com

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Agenda Conference	02/08/2021	Placed on Regular Agenda				Pass
	Action Text:	This Resolution was Placed on Regular Agenda.					
1	City Council	02/11/2021	Adopted				Pass
	Action Text:	A motion was made by Council Vice President Hill, seconded by Council Member Jones, that this Resolution be Adopted. The motion carried by the following vote:					
		Yes: 7 Council President Moore, Council Vice President Hill, Council Member Jones, Council Member Wiggins, Council Member Brahier, Council Member Myers, and Council Member Broughton					

Text of Legislative File 2021-07

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-07 - VETERANS MEMORIAL
PARK FOUNDATION OF PENSACOLA DONATION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-07.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Veterans Memorial Park Foundation of Pensacola is an independent non-profit organization tasked with overseeing the operation and maintenance of Pensacola's Veterans Memorial Park. The Veterans Memorial Park serves all citizens of the Pensacola Bay Area as well as thousands of visitors to the area. Various local and national Veteran groups use the park for activities, and local civic and youth organizations utilize this venue for other charitable, commemorative, and educational events. The Foundation expects an increase in visits by schools, Scouts and other community organizations to use the Park for field trips and educational events consistent with the Foundation's mission.

Based on feedback from educators, the Veterans Memorial Park Foundation plans to provide restroom accommodations that will enhance the Park's utility as a field trip destination for students and other groups, as well as for other educational and memorial events desired by community and military groups who visit. Currently there are no restrooms in the nearby vicinity, and it has consistently been identified by Park visitors as its greatest infrastructure need.

The Foundation received an IMPACT 100 grant to be used for the purchase and installation of a mobile air-conditioned restroom trailer for the Park that can be moved as needed for other events or in case of impending natural disaster. The plan involves the attachment of this facility to existing utilities, making it a semi-permanent installation, wrapped to blend into the existing environment and requiring minimum maintenance and sustainment. However, the IMPACT 100 grant does not provide funding for the site work that must be done before the facility can be installed.

The Foundation has requested a donation of \$50,000 from the City of Pensacola to provide funding for the site work for the Veterans Memorial Park Restroom Project to enable the completion of this project. The facility enhancements will improve the ability to conduct these and other events at the Park and veterans will notice and appreciate the community's attention and commitment to its "jewel on the bay".

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

The amount requested from the Foundation for the site work is \$50,000. Adoption of the Supplemental Budget Resolution will appropriate \$50,000 from the current available fund balance in the General Fund to provide funding for the site work on this project.

CITY ATTORNEY REVIEW: Yes

1/29/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-07
- 2) Supplemental Budget Explanation No. 2021-07
- 3) Letter from the Veterans Memorial Park Foundation

PRESENTATION: No



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2021

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

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

PRODUCER
Hiles-McLeod Insurance
1900 N. 9th Ave.
Pensacola FL 32503

CONTACT
NAME: Sheri Likes
PHONE
(A/C, No, Ext): 850-432-9912 FAX
(A/C, No): 850-432-3875
E-MAIL
ADDRESS: slikes@hilesmcleod.com

INSURED
Veterans Memorial Park Found.
1271 Driftwood Dr
Pensacola FL 32503

VETEMEM-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Southern Owners Insurance Co	10190
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1857051498

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		78631583	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is named as additional insured with respects to General Liability.

Premises: Veterans Memorial Park, Pensacola, FL, 32502

CERTIFICATE HOLDER**CANCELLATION**

City of Pensacola
P.O. Box 12910
Pensacola FL 32591

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Peter Frano

2 Business name/disregarded entity name, if different from above

Veterans Memorial Park Foundation of Pensacola, Inc

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

501(c)(3)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 31954

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1017 North 12th Avenue

6 City, state, and ZIP code

Pensacola, Florida, 32501-3306

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

SSN: [] [] [] - [] [] [] - [] [] [] [] [] []

or

Employer identification number

EIN: 4 6 - 3 0 7 3 4 0 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Peter D Frano

Date ►

12 NOV 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Florida Department of State

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Florida Not For Profit Corporation

VETERANS MEMORIAL PARK FOUNDATION OF PENSACOLA, INC.

Filing Information

Document Number N13000004463
FEI/EIN Number 46-3073405
Date Filed 05/09/2013
State FL
Status ACTIVE

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Name Changed: 02/02/2021

Address Changed: 05/05/2020

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Report Year	Filed Date
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2020	05/26/2020
2021	02/02/2021

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